

Ulster Bank Flexible Mortgage Terms & Conditions

Ulster Bank Flexible Mortgage Terms and Conditions



Effective 23rd May 2024

These terms and conditions are the “Ulster Bank Flexible Mortgage” Terms and Conditions (formerly the “Ulster Bank Offset Mortgage” or “Ulster Bank Offset Banking”). These terms and conditions have been updated in light of the removal of the ability to offset linked accounts with credit balances against your mortgage balance, and other associated changes.

Important Note: The following terms and conditions will be effective generally from 23rd May 2024. However, to the extent that you are continuing to use your Current Plus / Facility / Instant Access Plus account(s) and your associated debit card facility after that date, the Sections B, C and D of the Terms & Conditions effective 1 April 2023 will remain in force until such times as your Current Plus / Facility / Instant Access Plus account(s) and your associated debit card facility are closed. The revised Sections A, E and F set out in these Terms & Conditions will continue to be effective.

Section A - Terms and Conditions

1 How these terms and conditions work

- (a) This Booklet which is called “Ulster Bank Flexible Mortgage Terms and Conditions Booklet” consists of six sections (three deleted) which together provide the details of the terms and conditions applying to the Ulster Bank Flexible Mortgage.

They are:

Section A – This Section contains specific terms and conditions which apply to the Mortgage;

Section B – After 23rd May 2024 this section remains effective only as described in the Important Note above, and will subsequently cease to be in force as described in the Important Note;

Section C – After 23rd May 2024, this section remains effective only as described in the Important Note above, and will subsequently cease to be in force as described in the Important Note;

Section D – After 23rd May 2024, this section remains effective only as described in the Important Note above, and will subsequently cease to be in force as described in the Important Note;

Section E – This Section contains General Terms;

Section F – This Section contains Warnings and Flexible Mortgage General Conditions.

- (b) The terms and conditions set out in this Section A will apply once you have drawn down the Mortgage, and you should read this entire Booklet carefully. The terms and conditions in this Section A, Section E and Section F which apply to the Mortgage will form the contract. If there are any inconsistencies between the terms and conditions referred to in another Section of this Booklet and the terms and conditions in this Section A, the terms

and conditions in this Section A will apply. You accept all the terms and conditions in Section A of this booklet and the terms and conditions in the other Sections of this Booklet which apply.

2 Definitions

The following terms shall have the following meaning, unless defined otherwise or stated otherwise:

“**Condition**” in this Section A means a condition of this Section A;

“**Group**” means the NatWest group of companies of which we are a member;

“**Interest Period**” means the time between each application of interest as determined in accordance with Condition 4(c) of this Section A;

“**Monthly Payments**” is as defined in Section F of this Booklet;

“**Mortgage**” means the Ulster Bank Flexible Mortgage as set out in Section F of this Booklet;

“**Mortgage Account**” means the Account as described in Section F;

“**We**” “**us**” or “**our**” means Ulster Bank Ireland DAC

“**working day**” or “**working weekday**” in Sections A and F means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Ireland;

“**You**” “**your**” in this Section A means the person who is the mortgagor which includes your personal representatives, executors, successors and permitted assigns, or if the mortgage is in joint names it means both persons jointly and severally.

We, You and Condition may appear in capitalised terms throughout the document or alternatively in lower case. Notwithstanding this, they will be interpreted to refer to the defined term where appropriate. Any reference to words importing the plural includes the single and vice versa. For the avoidance of doubt any reference to we, us, our, Ulster Bank or Ulster Bank Ireland DAC includes any assigns, transferees or successors. For the avoidance of doubt, this paragraph shall apply to Sections A to F of those Terms and Conditions.

3 Who can have an Mortgage Arrangement?

- (a) The Mortgage is only available to you if you are entering into it for your personal purposes. For the avoidance of doubt, you are not permitted to use the Mortgage for any trade, profession or business purposes. You can only have one Mortgage.
- (b) You must be over the age of 18.
- (c) You can have the Mortgage in joint names (up to a maximum of two persons). If your Mortgage is in joint names we may (unless otherwise instructed) accept instructions about your Mortgage (including adding or removing accounts from your Mortgage) from either one or the survivor of you. We may request written confirmation before acting on such instructions. Both of you are responsible separately as well as together for complying with all the terms and conditions in this Section A and the terms and conditions in the other Sections of this Booklet.
- (d) The way you can give us instructions about the Mortgage Account is explained in the terms and conditions set out in Section F of this Booklet.

4 How your Mortgage Arrangement works

(a) What is included in the Mortgage Interest Calculation?

The cleared debit balance on your Mortgage will be included in the Interest Calculation.

(b) What is not included in the Interest Calculation?

If, for any reason, there is a credit balance on your Mortgage Account that credit balance will not be included in the Interest Calculation.

(c) Calculating and applying interest

- (i) You will be charged interest on the full outstanding balance on your Mortgage at the interest rate applicable to it from time to time – see Section F of this Booklet.
- (ii) Interest is calculated on a daily basis.
- (iii) Interest will be applied to the relevant Mortgage Account(s) on the same date in each calendar month. That date will be fixed at the time you open your Mortgage. If in any Interest Period the date on which interest is to be applied is not a working day or there is no such date in that month then interest will be applied on the next working day.
- (iv) At the end of each Interest Period, we add together the daily amounts of interest and apply those amounts of interest to the relevant Mortgage Account(s).
- (v) Interest rates for Mortgages are available from www.ulsterbank.ie/mortgages/mortgage-rates.html

5 Notices and Statements

- (a) We will send notices or other correspondence to you at the address which you have given us. Notices and correspondence from us will be effective five days after we have posted them, or if we deliver them, when delivered.

- (b) We will send you, from time to time but at least once a year, a statement for the Mortgage Account.
- (c) Where you have a Mortgage in joint names, we will address your statement to both of you but we will only send one statement.

6 Changing your Mortgage

(a) When you can close your Mortgage Account?

- (i) If you wish to close your Mortgage Account you will need to repay your Mortgage in accordance with the terms and conditions set out in Section F of this Booklet or speak to us about moving to another mortgage.

(b) When we can close the Mortgage Account?

- (i) We may only close the Mortgage Account when it is deemed repayable or when the product is no longer available and we need to move you to a different mortgage product – see Section F of this Booklet.
- (ii) We will confirm in writing the removal or closure of any Account(s).

7 When we can make changes to the Terms and Conditions

- (a) We may alter any of the terms and conditions in this Section A for the reasons set out below on giving you at least 30 days prior written notice. This notice will contain the date on which the alteration takes effect. Should you not wish to have your Mortgage governed by the proposed alteration you are free to close your Mortgage Account following the procedure outlined in Condition 6(a) above.
- (b) The reasons for which we may alter these terms and conditions in this Section A include, without limitation.
 - (i) to introduce new features, new services or new products to the Mortgage Account;
 - (ii) to remove existing features or existing services from the Mortgage Account;
 - (iii) to replace existing features or existing services of the Mortgage Account with new features or new services;
 - (iv) to amend the agreement whether substantially or significantly or in a minor way to:
 - (A) reflect changes in market conditions;
 - (B) reflect changes in good banking practice;
 - (C) comply with any changes in applicable law or with the requirements or recommendations of the Central Bank of Ireland or similar body, or with the decision of a court of law or an ombudsman;
 - (D) to reflect any enhancements made to our computer systems; or
 - (E) for any other valid reason.
- (c) Where three or more changes occur within a 12 month period, a revised set of the terms and conditions contained in this Section A will be sent to you highlighting the relevant changes. The terms and conditions set out in Section F of this Booklet can be altered in accordance with the condition which deals with their alteration in that Section.

8 Charges

- (a) The charges affecting your Mortgage are described in our Tariff of Charges leaflet which is available online at www.ulsterbank.ie/brochures.

- (b) The charges may be revised from time to time and we will notify you of such changes in accordance with Conditions 5 and 7.

9 Governing Law and Jurisdiction

The terms and conditions in this Section A are governed by the laws of Ireland and both you and us submit to the jurisdiction of the courts of Ireland to settle any dispute we may have in relation to this Section, our agreement and the mortgage. The terms and conditions set out in the other Sections of this Booklet are governed in accordance with the relevant governing law condition as set out in each relevant Section.

10 Other rights we have

- (a) We will be entitled to set-off any money you owe us under your Mortgage (if you are due to pay it and you do not do so) against any money we owe you and we will only be required to pay you the balance.
- (b) If we do not enforce any condition, or we delay in enforcing the condition, this will not prevent us from enforcing the condition at a later date.

11 Complaints

- (a) 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.
- (b) 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/helpandsupport/how-to-make-a-complaint/complaint-form.html.
- (c) 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

If your complaint relates to a product or service purchased online, you can contact the European Commission using their Online Dispute Resolution (ODR) platform. The ODR platform, primarily aimed at European Union (EU) cross-border disputes, is designed to help consumers resident in the EU get access to dispute resolution if they remain unhappy with the response they have received from a trader established in the EU.

To use the ODR platform ec.europa.eu/odr you will need the following information: **ComplaintsRI@ulsterbank.com**. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Services and Pensions Ombudsman (FSPO), therefore you may prefer to contact us or the FSPO directly in the first instance regarding your complaint.

Section B – Terms and Conditions for Eligible Current Accounts and Savings Account(s)

Effective Date of Ceasing to be in Force: After 23rd May 2024, this section remains effective only as described in the Important Note above, and will subsequently cease to be in force as described in the Important Note.

Part I sets out General Conditions which apply to the following eligible current accounts:

- **Current Plus Account**
- **Facility Account** the following eligible savings account:
- **Instant Access Plus Account**

Part II sets out the Terms and Conditions applicable to Payment Services (apart from Debit Card payments) which are available on your account.

Part III sets out Additional Terms and Conditions for the eligible current accounts.

Part IV sets out Additional Terms and Conditions for the eligible savings account.

Part I General Conditions

1 Our Dealings with You

When You sign the Account application form, You accept all these Terms and Conditions. A Guide to Personal Accounts Fees and Interest (as varied from time to time), which is available online at www.ulsterbank.ie/brochures forms part of these Terms and Conditions and should be read with them.

2 Definitions

- 2.1 **“Account”** means the Account(s) with us in your name.
- 2.2 **“Anytime Internet Banking”** means our online banking service (accessible by means of the internet) which you may use to view and/or access your account.
- 2.3 **“ATM”** means Automated Teller Machine.
- 2.4 **“BIC”** means a valid Bank Identification Code.
- 2.5 **“Business Day”** means a day other than a Saturday, Sunday or Irish bank or public holiday and where We are open for business for the purpose of providing Payment Services.
- 2.6 **“Consent”** means where You authorise us to execute a Payment Service on your behalf.
- 2.7 **“Cut off time”** means the end of day Cut off times for the Payment Services available to You, which Cut off times are set out in our booklet **“A Guide to Personal accounts Fees and Interest”**.
- 2.8 **“DIRT”** means Deposit Interest Retention Tax.
- 2.9 **“EEA”** means the EU Member States together with Norway, Liechtenstein and Iceland.
- 2.10 **“ECB”** means the European Central Bank.
- 2.11 **“Group”** means NatWest group of companies, of which We are a member.
- 2.12 **“IBAN”** means an International Bank Account Number.
- 2.13 **“Joint Account”** means an Account operated by more than one person.
- 2.14 **“Originator”** means the entity or person to whom You consent to payments on foot of direct debits being made in the direct debit mandate or the SEPA direct debit mandate.

- 2.15 **“Payee”** means the person to whom any payments made by You are to be made.
- 2.16 **“Payer”** means the person who requests that the Payment Service Provider make the payment.
- 2.17 **“Payment Services”** means the Payment Services available on your Account which services are: (i) credit transfers; (ii) SEPA credit transfers; (iii) SWIFT credit transfers; (iv) standing orders; (v) Direct Debits; (vi) SEPA Direct Debits; (vii) your serviceCARD/cashCARD and all services available through use of these cards; (viii) GIRO Euro Credits; (ix) cash lodgements; (x) cash withdrawals and any other payment services made available by us from time to time which payment services will only be made available by us on Business Days relating to the Account.
- 2.18 **“Payment Services Directive”** means Directive (EU) 2015/2366 on payment services in the internal market as may be amended, superseded or replaced from time to time and as transposed into Irish law.
- 2.19 **“Payment Service Provider”** means an entity which provides payment services within the meaning of the Payment Services Directive, for example a credit institution or a payment institution.
- 2.20 **“Principal Account Holder”** means the first named Joint Account holder and all other holders are known as “Joint Holders”.
- 2.21 **“Scheduled debit date”** means the date on which your Account is to be debited with an amount on foot of a direct debit, SEPA Direct Debit or standing order.
- 2.22 **“Security Details”** means the identifying words, codes and/or numbers agreed between You and us for use in the security procedures relating to the Account.
- 2.23 **“SEPA”** means the Single Euro Payments Area comprising the EU Member States together with Iceland, Liechtenstein, Norway, Switzerland and Monaco.
- 2.24 **“SEPA Credit Transfer”** means a national or cross border credit transfer in euro from one bank account within SEPA to another bank account within SEPA.
- 2.25 **“SEPA Direct Debits”** means a national or cross border direct debit in euro from one bank account within SEPA to another bank account within SEPA.
- 2.26 **“Branches”** means our Mortgage and Investment Branches.
- 2.27 **“Telephone Banking”** means our telephone banking service which You may use for a number of services in connection with Your Account.
- 2.28 **“Transaction”** means the execution of a Payment Service by us for You.
- 2.29 **“We”, “us”, “our”, “Ulster Bank”** mean Ulster Bank Ireland DAC, a member of NatWest group of companies, and its successors, assigns and transferees.
- 2.30 **“You”, “your”, “customer”, “Account Holder”** mean you, the person(s) in whose name(s) the Account is held. If you have a Joint Account, references in these Terms and Conditions to “You”, “your” and “Account Holder” include all or both of you, together and separately.

3 About Us

- 3.1 Your Account is with us, Ulster Bank Ireland DAC.
- 3.2 Our head office is at Ulster Bank Head Office, Block B, Central Park, Leopardstown, Dublin 18, D18 N153. Our Website is www.ulsterbank.ie
- 3.3 We are a public limited company registered at the Companies Registration Office in Dublin and our registered number is 25766.

- 3.4 We are regulated by the Central Bank of Ireland. The Central Bank’s address is PO Box 559, Dame Street, Dublin 2.

4 Cheques

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

5 Closure of the Account

- 5.1 Unless the Additional Terms and Conditions in Part III and IV provide otherwise, this Agreement has no minimum term and will continue until terminated by either You or us in accordance with this Agreement. Your Account will remain open until it is closed by either You or us in accordance with this Agreement.
- 5.2 We may require you to close the Account. We will give You not less than sixty days’ written notice if We decide to do this. If, at the end of that period, you have not closed the Account, We will be entitled to refuse to accept any more payments into the Account (except such payments as are necessary to repay any debt and outstanding interest and charges on the Account) and may return any existing balance to You at the last address You have intimated to us as your home address. We do not have to give You a reason for our decision.
- 5.3 You can close your account by reducing the balance to zero and paying any accrued interest and charges. You can close your account by the following methods: via Anytime Internet Banking, the Mobile Banking App or Telephony (**0818 210 260** or **00353 1804 7475** if calling from abroad), or in writing to Ulster Bank Freepost, Customer Service Centre, PO Box 5706, Dublin 2.
- 5.4 These Terms and Conditions relating to the Account will continue to apply until all sums pending have been settled in full and all cards and other items belonging to us have been returned.

6 Cancellation Rights

- 6.1 When We open your Account, We will write to You with your account number and other information about your Account. If You (or one of You, in the case of a Joint Account) are not happy with your choice of Account, You (or one of You) may cancel it within 14 days of receipt of your account number by confirming your decision in writing to Ulster Bank Freepost, Customer Service Centre, PO Box 5706, Dublin 2 and via Telephony (**0818 210 260** or **00353 1804 7475** if calling from abroad). If You do so We will give You back all the money You have deposited in the Account with any interest it has earned. We will ignore any notice period and any extra charges for withdrawing funds early; this would not apply if the interest on the Account depends on rises and falls in markets outside our control, or is fixed-rate.

7 Alterations/Amendments

- 7.1 Subject to condition 7.4, We may change these Terms and Conditions by providing You with sixty days’ notice (including, to vary any charges, to introduce new charges or to add conditions for additional products or services) to reflect changes in;

- market conditions affecting our business, including:
 - fraud prevention requirements;
 - changes in technology;
 - changes in payment methods; and
 - regulatory requirements;
 - good banking practice;
 - our systems, including changes to merge or rationalise systems across the Group or part of the Group; and/or
 - relevant laws.
- 7.2 We may change these Terms and Conditions for any valid reason.
- 7.3 If We have made a major change or a lot of minor changes in any one year, We will give You a copy of your new Terms and Conditions and/or a summary of the changes.
- 7.4 We may change any of our credit interest rates from time to time for any of the following reasons by providing You with sixty days' notice:
- (a) to reflect changes in the ECB base rate; or
 - (b) to reflect changes in market conditions; or
 - (c) if there are changes in the availability of deposits to us or the rates payable in respect of such deposits; or
 - (d) to reflect changes in the law or regulations affecting us or a decision or requirement of a court, ombudsman, regulator or similar body; or
 - (e) for any valid reason.
- 7.5 We will tell You about any changes We make to this Agreement and to our interest rates by putting a notice in at least one national daily paper and on our website or by writing to You. We will also update the information on our information services including telephone helplines as soon as the changes come into effect.
- 7.6 If You are not happy with the changes, You can close your Account without charge in accordance with these Terms and Conditions. If You do not contact us about closing your Account by the end any notice period set out above, We will assume You agree to such changes.

8 Operations on the Account

- 8.1 You authorise us to accept and act on your instructions. These can be in writing, over the telephone, or (if agreed separately by us in writing) by electronic means, e.g. computer. Where your instructions are not in writing, i.e. not provided with an original written authorised signature(s), We are entitled to accept and act on them if the instruction has been confirmed by the use of the security procedure We require You to follow giving us instructions which are not in writing. daily amounts of interest and apply those amounts of interest to the relevant Mortgage Account(s).
- 8.2 If You have a Joint Account, We will (unless You instruct us otherwise in writing) accept instructions authorising Account withdrawals and other Payment Services signed by any one of You. If You instruct us in writing that more than one of You requires to give any instruction on the Account, You will generally be unable to give us instructions which are not in writing, e.g. over the telephone.
- 8.3 If the Account is a Joint Account and one of the Account Holders dies, (unless You instruct us otherwise in writing) only the survivor or survivors will be recognised as having any right to the money in the Account and We will accept instructions authorising Account withdrawals signed by the survivor or any one of the survivors.
- 8.4 You are responsible for repayment of any debt on the Account. For Joint Accounts, each of You can be held fully responsible for any debt on the Account. This is known as 'joint and several' liability.

- 8.5 If your Account becomes overdrawn without our prior consent You will be responsible for any debt on the Account, including any debit interest and charges.
- 8.6 Liabilities on overdrawn Accounts may, at any time after a request for repayment or the giving of notice to You, be set-off against other Accounts in your name.

9 Security Procedures

- 9.1 You must keep your Security Details safe and secure and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 9.2 You must not disclose your Security Details to any unauthorised person or record your Security Details in any way which may result in them becoming known to unauthorised person.
- 9.3 Please note that after initial registration or enrolment We will never contact You, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and You must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 9.4 If You suspect someone knows your Security Details or there is unauthorised use of your Account You must contact us immediately by phoning the Bank on **1800 245 403 (+44 125 230 8047** – if calling from abroad) or by accessing our webchat service at ulsterbank.ie. If You fail to do so, You may be liable for unauthorised Transactions of up to €50 on your Account arising from the lost or stolen Security Details or where You have failed to keep your Security Details safe. If You acted fraudulently or intentionally, or with a gross lack of reasonable care failed to comply with your obligations in this condition or breached these Terms and Conditions, the limit of €50 will not apply and You may be liable for the full amount of the unauthorised Transaction on your Account.
- 9.5 You will not be liable for any unauthorised Transaction made using your Security Details after You have notified us in accordance with condition 9.4 of this Part I unless You have acted fraudulently.
- 9.6 See Condition 8 of Section C for details of your responsibilities relating to your Security Details where you have a Visa Debit Card or ATM Card on your Account.

10 Service charges

- 10.1 Service charges for operating the Account are charged as detailed in our "**Tariff of Charges**" leaflet. If any changes are made, details of the revised charges will be sent to you at least sixty days before the implementation date for the changes.

11 General

- 11.1 The relationship between You and us and your contract with us will be governed and interpreted in accordance with the laws of Ireland. The contract will be subject to the non-exclusive jurisdiction of the Irish courts.
- 11.2 These Terms and Conditions are written in English and all our communications with You will be in English.
- 11.3 If You change your name or address You must tell us immediately. All statements, demands, notices and other correspondence will be sent to the most recent address You have advised to us in writing and provided We send it to that address this will be considered effective service of any notice or demand which We may require to serve on You.

- 11.4 Any communication You wish to send to us may be sent to us at Ulster Bank, PO Box 145, Dublin 2.
- 11.5 Unless indicated otherwise in Part III or Part IV, statements on your Account will be issued monthly by post. All statements will detail the following information relating to Payment Services, namely:
- a reference identifying the Transaction and where required by or under any law relating to money laundering or the prevention of terrorist financing the Payee on your Account (where You have made the payment) or the Payer (where You are receiving the payment);
 - the payment amount in the currency in which your Account was debited or credited;
 - where You are making the payment, any exchange rates used by us and the amount of the payment after applying the exchange rates;
 - where You are receiving the payment, any exchange rates used by us and the amount of the payment before applying the exchange rates;
 - the amount and, where applicable, a breakdown of any charges or interest payable by You;
 - where applicable, the date of receipt of your payment instructions; and
 - the date on which the funds were debited from or credited to your Account.

This information will appear in your statement and may also be made available to You via Anytime Internet Banking, or by calling our Telephone Banking service. We will also provide you with this information after every Transaction which You make.

- 11.6 You can download these Terms & Conditions from our website www.ulsterbank.ie/brochures.
- 11.7 If the Account is a Joint Account and one of the Account Holders dies, or if a sole Account holder dies, the Account can be closed without the loss of credit interest for early closure (where applicable).
- 11.8 In the event of your death or incapacity all payments from the Account will be valid and binding on You and your estate if made prior to the receipt by us of written notice of such death or incapacity.

Part II Payment Services (other than Debit Card Conditions of Use)

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

1 Credit Transfers

- 1.1 A credit transfer is a service that can be used in certain circumstances to make payments from your Account to another account in a financial institution in Ireland or to another Account which You hold with us and to receive payments into your Account from another account. Credit transfers are only available on some Accounts; see the Additional Terms and Conditions in Parts III and IV for further information.
- 1.2 For the following Accounts, You can only make credit transfers to another account with us:
- Current Plus
 - Facility
 - Instant Access Plus
- 1.3 If You want to make a Credit Transfer, You must supply us with a valid account number and sort code for the

account to which the transfer is to be made along with the date and amount of the credit transfer so that the credit transfer completes successfully.

- 1.4 You can make a domestic transfer in any of the following ways:
- through Anytime Internet/Mobile Banking Once You validly log on to Anytime Internet/Mobile Banking, You consent to any subsequent credit transfers that You make through Anytime Internet/Mobile Banking during that login session.
 - by Telephone Banking

By phoning us with details of the credit transfer You wish to make and providing us with the information set out at Condition 1.3 in this Section B, Part II and your Security Details if We request them, You consent to the credit transfer.

- 1.5 A credit transfer to another Ulster Bank account will reach your Account on the Business Day on which We are deemed to receive your instruction in accordance with condition 9 in this Section B, Part II.
- 1.6 A credit transfer to an account which is not an Ulster Bank account will be credited to the Payee's Payment Service Provider by the end of the next Business Day following the Business Day on which We are deemed to receive your instruction, in accordance with condition 9 in this Section B, Part II.
- 1.7 Credit transfers cannot be cancelled once We receive an authorised instruction through any of the above methods unless they are future dated. If they are future dated, You may cancel a credit transfer by the Cut off time at the end of the Business Day before the date the credit transfer is due to be debited to your Account.
- 1.8 There are limits on the amount You can transfer under any credit transfer. For details of the limits applicable for transfers made through Anytime Internet Banking please visit our Help 24x7 service found on our website www.ulsterbank.ie. For Telephone Banking the limits will be advised to You when You are making the transfer.

2 SEPA Credit Transfers

- 2.1 A SEPA Credit Transfer can be used to make euro denominated payments from your Account to another account in SEPA and to receive euro denominated payments into your Account from another account in SEPA.
- 2.2 To make a SEPA Credit Transfer, You must supply a valid BIC and IBAN or Account number and Sort code (as the Bank may specify from time to time) for the account to which You want to transfer the payment and any identity details which We request along with the date and the amount of the credit transfer, to ensure the Transaction completes successfully.
- 2.3 You can make a SEPA Credit Transfer in any of the following ways:
- through Anytime Internet/Mobile Banking Once You validly log on to Anytime Internet/Mobile Banking, You consent to any subsequent SEPA Credit Transfers that You make through Anytime Internet/Mobile Banking during that login session.
 - by Telephone Banking By phoning us with details of the SEPA Credit Transfer You wish to make and providing us with the information set out at Condition 2.2 in this Section B, Part II and your Security Details if We request them, You consent to the credit transfer.
- 2.4 A SEPA Credit Transfer will be credited to the Payee's Payment Service Provider by the end of the next Business Day following the Business Day on which We are deemed to receive your instruction in accordance with Condition 11 in this Section B, Part II.

- 2.5 SEPA Credit Transfers cannot be cancelled once We receive an authorised instruction through any of the above methods unless they are future dated. If they are future dated, You may cancel a credit transfer by the Cut off time at the end of the Business Day before the date the credit transfer is to be debited to your Account.
- 2.6 You can transfer up to your available balance on your Account in any SEPA Credit Transfer.
- 2.7 There are limits on the amount You can transfer under any SEPA credit transfer. For details of the limits applicable for transfers made through Anytime Internet Banking please visit our Help 24x7 service found on our website www.ulsterbank.ie. For Telephone Banking the limits will be advised to You when You are making the transfer.

3 Standing Orders

- 3.1 Standing orders are recurring payments that You can set up on the following Accounts:
 - (a) Current Plus
 - (b) Facility
 - (c) Instant Access Plus
- 3.2 You must supply a valid account number or IBAN and sort code or BIC (as the Bank may specify from time to time) for the account which You want to make the payment to and Payee details and a reference number (if available) to ensure the standing order completes successfully.
- 3.3 You can set up a standing order on your Account in any of the following ways:
 - a) Through Anytime Internet/Mobile Banking By logging on to Anytime Internet/Mobile Banking, You consent to any subsequent standing order that You set up through Anytime Internet/Mobile Banking during that login session.
 - b) by Telephone Banking By phoning us to request that a standing order be set up and providing us with the required information, You consent to this standing order being set up.
- 3.4 You may cancel a standing order up to the end of the Business Day before the scheduled debit date. Cancellation at a later date will not cancel the next payment to be made on foot of a standing order but will cancel all future payments on foot of the standing order. To cancel a standing order, You must provide us with the name of Payee, amount and frequency of the standing order.
- 3.5 We may cancel any standing order on your Account if it is unpaid on more than one occasion and we reasonably think that the cleared balance on your Account is unlikely to be sufficient to meet future payments under the standing order.
- 3.6 In order to set up a standing order, You must provide us with three Business Days' notice. We take the amount of the standing order from your Account on the day You specify. From the Scheduled debit date, the Bank will credit the Payee's Payment Service Provider's account by the end of the next Business Day.

4 Direct Debits

- 4.1 A direct debit occurs when You authorise another person to instruct us to debit money from your Account under a direct debit mandate. We will treat such instruction from the other person as having been authorised by You.
- 4.2 Direct debits are only available on the following Accounts:
 - (a) Current Plus
 - (b) Facility
 - (c) Instant Access Plus.

- 4.3 You must include your account number and sort code and a reference number (if available) and the scheduled debit date in the signed direct debit mandate between You and your Originator to allow us properly execute your direct debit payment request.
- 4.4 By signing the direct debit mandate, You consent to the subsequent direct debit payment requests from that Originator being debited to your Account.
- 4.5 We take the amount of a direct debit from your Account on the scheduled debit date. To stop a direct debit, You must let us know on the Business Day before the scheduled debit date. Cancellation at a later date will not cancel the next payment to be made, but will cancel all future payments on foot of the direct debit. To consent to a cancellation of a direct debit, You must provide us with the name of the Originator, the amount and the frequency of the direct debit. You are also required to notify the Originator of cancellation of the direct debit payment instruction.
- 4.6 We may cancel a direct debit on your Account if it is unpaid on more than one occasion and we reasonably think that the cleared balance (plus any used arranged overdraft facility) on your Account is unlikely to be sufficient to meet future payments under the direct debit.
- 4.7 From the scheduled debit date the Bank will credit the Originator by the end of the next Business Day.
- 4.8 You may be entitled to a refund for an authorised direct debit (i.e. one in which You have given your consent in accordance with these Terms and Conditions) initiated by or through a Payee if:
 - (a) the authorisation did not specify the exact amount of the direct debit when the authorisation was made for reasons unrelated to changes in currency exchange rates; and
 - (b) the amount of the direct debit exceeded the amount You could reasonably have expected taking into account your previous spending pattern, the conditions in these Terms and Conditions and any other circumstances.
- 4.9 You are required to provide us with such information as is necessary to show that the conditions set out at condition 4.8 in this Section B, Part II have been satisfied if We request this.
- 4.10 We are not obliged to provide You with a refund for an authorised direct debit if You do not notify us of it within eight weeks of the date it was debited to your Account.
- 4.11 You will not be entitled to a refund under condition 4.8 in this Section B, Part II where You have given your consent to the payment directly to us and either:
 - (a) We (or, where applicable, the Payee) have provided You with information about the payment at least four weeks before the due date of the payment; or
 - (b) information about the payment was available at any branch at least four weeks before the due date of the payment.
- 4.12 If condition 4.8 in this Section B, Part II applies, We will either refund You the full amount of the direct debit or refuse your request for a refund within ten Business Days of receiving a request for the refund. You can complain to the Financial Services and Pensions Ombudsman if You are not satisfied with this decision.
- 4.13 You will not be entitled to a refund under condition 4.8 in this Section B, Part II where You have given your consent to the payment directly to us and either:
 - (a) We (or, where applicable, the Payee) have provided You with information about the payment at least four weeks before the due date of the payment; or
 - (b) information about the payment was provided to You at least 4 weeks before the due date of the payment.

5 SEPA Direct Debits

- 5.1 A SEPA Direct Debit occurs when You authorise another person to instruct us to debit money from your Account under a SEPA Direct Debit mandate. We will treat such instruction from the other person as having been authorised by You.
- 5.2 SEPA Direct Debits are only available on the following Accounts:
 - (a) Current Plus
 - (b) Facility
 - (c) Instant Access Plus.
- 5.3 We will pay an authorised SEPA Direct Debit payment instruction that has been presented on your Account by the originator that You mandated to do so.
- 5.4 You must include your BIC and IBAN in the signed SEPA Direct Debit mandate between You and your Originator to allow us properly execute your SEPA Direct Debit payment request.
- 5.5 By signing the SEPA Direct Debit mandate between You and your Originator, You consent to the subsequent SEPA Direct Debit payment requests from that Originator being debited to your Account.
- 5.6 On the scheduled debit date, We take the amount of a SEPA Direct Debit from your Account. To stop a SEPA Direct Debit payment, You must let us know by the Cut off time on the Business Day before the scheduled debit date. If You want to cancel your SEPA Direct Debit mandate, You must notify the Originator.
- 5.7 From the scheduled debit date the Bank will credit the Originator by the end of the next Business Day.
- 5.8 We are not party to the service provided in connection with your SEPA Direct Debit.
- 5.9 For SEPA Direct Debits, the Bank may be liable to any Customer for an authorised SEPA Direct Debit if the request for a refund is made within 8 weeks from the date the payment is debited from the Customer's Account.

6 SWIFT Credit Transfer

- 6.1 A SWIFT credit transfer is a credit transfer facility which can be used to make individual domestic and international payments from your Account and to receive payments into your Account from other domestic and international accounts.
- 6.2 You are required to provide a valid IBAN and BIC code for the destination account and the full name and address of the Payee for the SWIFT credit transfer to execute correctly.
- 6.3 You can transfer money via any alternative Bank where you have an account or you can complete the transfer online.
- 6.4 When the Bank receives instructions to make a payment in the European Economic Area (EEA) via SWIFT, the Bank will credit the institution which holds the payee's account:
 - 6.4.1 if the instruction is electronic and for payment in sterling (to an account in the UK) or euro (to an account in the EEA), by the end of the Business Day following the day on which the Bank receives the instruction;
 - 6.4.2 if the instruction is on paper and for payment in sterling (to an account in the UK) or euro (to an account in the EEA), by the end of the second Business Day following the day on which the Bank receives the instruction;
 - 6.4.3 for all other payments, by the end of the fourth Business Day following the day on which the Bank receives the instruction. For payments outside the EEA, different execution times may apply. The Bank will provide further information on request.

- 6.5 You can make a SWIFT credit transfer up to the amount of your available balance at any one time. SWIFT credit transfers cannot be revoked once You consent to a SWIFT credit transfer being made.
- 6.6 You can transfer funds online at the available exchange rate on the day. Exchange rates are available online <https://www.ulsterbank.ie/globals/currency-rates.html>.
- 6.7 Details of our fees and cut off times for SWIFT credit transfers are provided in our **Schedule of Services – Payment and International Banking Charges** leaflet.

7 Cash Withdrawals

- 7.1 You can make cash withdrawals from your account via any ATM, subject to the limit on your card.
- 7.2 Cash withdrawals are available for the following Accounts:
 - (a) Current Plus
 - (b) Facility
 - (c) Instant Access Plus
- 7.3 You consent to the cash withdrawal by signing the withdrawal receipt which You are required to sign at the time of withdrawal or by making a withdrawal with your debit card using your PIN.
- 7.4 We will debit a cash withdrawal from your Account immediately.
- 7.5 There may be limits on the amount You can withdraw from your Account. Details of limits are available on request from Telephony on **0818 210 260**.

8 Payments received to your Account

- 8.1 We will credit your Account with any amount which We receive from another Payment Service Provider which is to be credited to Your Account on the Business Day on which We receive the payment in accordance with Condition 9 in this Section B, Part II.
- 8.2 Unless payments are made by cheque or bank draft, if any payments are made to your Account, We will make the amounts available to You immediately after they are credited to your Account.
- 8.3 If it is established that We have not credited your Account in accordance with Conditions 8.1 and 8.2 in this Section B, Part II, We will immediately credit your Account with the relevant amount (and any interest lost if applicable).
- 8.4 We may refuse to credit your Account with a payment if:
 - (a) your Account is no longer in operation or there is a hold on it;
 - (b) We believe the payment may be fraudulent or unlawful (including, for example, for anti-money laundering reasons); or
 - (c) there has been no activity in the Account for 15 years.
- 8.5 If We refuse to credit a payment to your Account You can obtain information about the refusal and if possible, our reasons for refusing to credit the payment by contacting us through Telephone Banking.

9 Cut off times

- 9.1 Details of the Cut off times for the Payment Services available to You on your Account are set out in our booklet, **"A Guide to our Personal Accounts"**.
- 9.2 If We receive a request for a Payment Service before the Cut off time on any Business Day it will be deemed to be received on that Business Day.
- 9.3 If We receive a payment or request for a Payment Service after the Cut off time on any Business Day, it will be deemed to be received on the next Business Day.

- 9.4 If We receive a payment or request for a Payment Service on a non Business Day, it will be deemed to be received on the next Business Day.
- 9.5 If We receive a request for a Payment Service which is future dated, it will be deemed to be received on the day agreed for payment. Where this is not a Business Day, it will be treated as received on the next Business Day.
- 9.6 Where We refuse to make a payment in accordance with your payment instructions under condition 10 in this Section B, Part II, We will treat the instructions as if they had not been received for the purposes of calculating payment timescales.

10 Unauthorised Transactions

- 10.1 You are responsible for all Transactions You make on your Account including where You give instructions which are incorrect. You will not be responsible for Transactions which You did not authorise or consent to in accordance with these Terms and Conditions.
- 10.2 On establishing that a Transaction has not been correctly authorised or consented to in accordance with these Terms and Conditions, We will refund You immediately by crediting your Account with the amount of the unauthorised Transaction and any interest lost or charges applied (if applicable) as a result of the unauthorised Transaction unless conditions 8.3 or 12 in this Section B, Part II apply.
- 10.3 You must notify us of any such unauthorised Transaction without undue delay on becoming aware of such unauthorised Transaction and no later than thirteen months after the date on which the Transaction was debited to your Account. If You do not notify us of such unauthorised Transaction within that time period, We will not be obliged to provide You with a refund.
- 10.4 You must notify us of any claim under Condition 10.2 in this Section B, Part II above by phoning us at **0818 211 461** or **+353 1804 7475** (if calling from abroad), lines are open 24 hours 7 days a week, with details of your claim including your Account number, sort code number, date and amount of the Transaction and the Payee's details.

11 Non-execution of Transactions and Incorrectly Executed Transactions

- 11.1 If We fail to execute a Transaction or incorrectly execute a Transaction, We will, without undue delay, put your Account back into the position it would have been in had the defectively executed Transaction not occurred including any interest lost and any charges applied (if applicable) unless Condition 11.3, 11.4, 11.5 or 14 applies.
- 11.2 You must notify us of any claim by phoning us at **0818 211 461** or **+353 1804 7475** (if calling from abroad), lines are open 24 hours 7 days a week, with details of your claim including your Account number, sort code number, date and amount of the Transaction and the Payee's details.
- 11.3 You must notify us of any claim under Condition 11.1 in this Section B, Part II without undue delay on becoming aware of such non-executed or incorrectly executed Transaction and no later than 13 months after the debit date. If We do not receive details of your claim within the time period, We are not obliged to consider your claim.
- 11.4 You will not be entitled to a refund under Condition 11.1 in this Section B, Part II if You provided us with incorrect payment details (for example, You provided us with the wrong account number or sort code for the Payee) and We used this for the execution of the Transaction. Where You supply information in addition to the payment details that We ask for, We will only be

responsible for making the payment in accordance with the payment details that we asked for.

- 11.5 You will not be entitled to a refund from us under condition 10.1 in this Section B, Part II if the Payee's Payment Service Provider receives the Transaction amount. If that happens, You must ask the Payee to seek a refund directly from its Payment Service Provider. We will, however, make immediate efforts to trace the Transaction and notify You of the outcome.
- 11.6 If We debit or credit an incorrect amount to your Account We may correct this error without obtaining your approval. We will notify You of any such error.
- 11.7 We may reverse any credit made to your Account if the item so credited is not paid or is recalled by the paying bank (including where the paying bank is us) or is returned to us as a result of mistake, fraud or the operation of any applicable clearing rules.

12 Refusal of payment requests

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

13 General

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

14 Exclusions

- 14.1 We will not be liable under Conditions 10 and 11 in this Section B above if the authorised, non-executed or incorrectly executed Transaction is caused by abnormal or unforeseeable circumstances beyond our reasonable control or it would be unlawful for us to carry out the Payment Service in the manner requested by You.
- 14.2 You shall not be entitled to some of the information within specific time frames otherwise required to be provided to you in accordance with the Payment Services Directive as implemented in Ireland under

regulations made to implement that directive for the following payments:

- (a) Payment Services made from your Account to any account outside the EEA or to a Payment Service Provider located outside the EEA; or
- (b) Payment Services made in a non-EEA currency.

Part III – Additional Terms and Conditions for Current Accounts

This Part contains additional terms and conditions relating to the Current Plus Account and the Facility Account. See also the General Account Terms and Conditions in Section A and the Payment Services Terms and Conditions in Section B. If there is any inconsistency between the General Account Terms, Payment Services Terms and Conditions in Section B and Conditions in Section A and the Additional Terms and Conditions 1 to 7, the additional Terms and Conditions will override the General Conditions. “Account” in this Part means your eligible current account, namely the Current Plus Account and/or the Facility Account.

1 Availability

- 1.1 The Current Plus Account and/or Facility Account is available to customers who hold a Flexible Mortgage with us.

2 Operations on the Account

- 2.1 You must always ensure that there are sufficient cleared funds in your Account (plus, where applicable, any unused agreed overdraft facility) to complete a transaction, for example:
 - when a cheque is presented for payment on your account;
 - if a standing order, direct debit or SEPA Direct Debit is due to be paid;
 - if you withdraw cash from an ATM;
 - if you carry out a debit card transaction
 - if you request us to make a payment by any electronic means or by telephone; or
 - if any other transaction on the Account is due to take place, including the application of interest and charges.
- 2.2 If a sufficient cleared balance (plus, where applicable, any unused agreed overdraft facility) to cover payment is not available on your Account on the Business Day on which any such transactions are due to take place, We cannot guarantee that the payment will be made.
- 2.3 However, if at any time such transactions would result, without prior arrangement, in the Account being overdrawn or the agreed overdraft limit being exceeded, We may exercise our sole discretion and, without contacting You, allow an overdraft to be created or allow the borrowing limit to be exceeded. In these circumstances, the new or excess overdraft is an unarranged overdraft. We may also at our discretion refuse to pay a cheque, or allow any other payment or withdrawal, which would create an unarranged overdraft or exceed any agreed or automatic overdraft limit on the Account.
- 2.4 In some circumstances You may be able to stop a cheque that has been issued. If You wish to do so and these circumstances apply You should contact us by telephone (followed by written confirmation). This advice must be accompanied by the following details: the cheque number, Account number, amount, name of Payee and date. For additional details on stopping payments, please see our booklet “A Guide to our Personal Accounts” which is available on our website www.ulsterbank.ie/brochures.

- 2.5 You must not post-date cheques in any circumstances. However, if you do so you authorise us to pay the cheque regardless of its date.

3 Cheques and Vouchers

- 3.1 Unless We have agreed otherwise with You, paid cheques and vouchers for transactions on the Account will be retained by us. Vouchers are the forms You complete for debit or credit transactions on your Account.
- 3.2 We reserve the right to take copies of the cheques and vouchers that We receive and pay by any means that We reasonably consider to be appropriate, including amongst other means image processing, and to rely on such copies. We are entitled to destroy originals at any time. Copies taken of paid cheques or vouchers will be retained by us for up to seven years.

4 Service Charges

Service charges for operating the Account are charged as detailed in our booklet “**A Guide to Personal Accounts Fees and Interest**”, which is available from our website www.ulsterbank.ie/brochures and may be varied from time to time in accordance with Section B, Part I, Condition 7 of the Personal Banking Terms and Conditions. If any changes are made, details of the revised charges will be sent to you at least sixty days before the implementation date for the changes.

5 Facility Account not to be Overdrawn

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

6 Overdrafts – Current Plus Account

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

- 6.1 An overdraft may be available on your Account if you are aged 18 or over. Where there is an option to apply for an overdraft, You may overdraw your Account only if We have agreed the overdraft with You. Your Account must operate in credit or within any agreed overdraft limit.
- 6.2 Our payment of items which would have the effect of increasing an unauthorised debit balance or of increasing an overdraft to an amount in excess of the express permission is discretionary and does not mean that the overdraft limit has changed or that We will pay any other cheque (or allow any other payment or withdrawal) which would have the same effect. Cards and cheques must not be used to create unauthorised overdraft facilities or to exceed any overdraft limit.
- 6.3 If We agree an overdraft with You, or agree to vary an existing overdraft limit, We will write to You confirming the amount of the limit or the new limit and other key terms of the overdraft which will apply together with the Terms and Conditions for your Account. If there is any conflict between the terms of the overdraft confirmation letter and the Terms and Conditions for your Account, the confirmation letter provisions will override the Account Terms and Conditions.

- 6.4 We may, at our discretion, amend the overdraft limit on the Account, subject to giving You prior written notice in accordance with the Consumer Credit Act 1995 (where applicable). Additionally, some overdrafts agreed by us will be subject to review at a specified “review date”. Subject to our overriding right to call for repayment on demand or to amend the terms of the overdraft (see Condition 6.7 in this Section B, Part III), any authorised overdraft limit will be available until further notice or until any specified review date.
- 6.5 An overdraft may be continued without formal arrangements after any specified review date and there may be an increase in the amount of the overdraft, arising through exercise of our discretion to pay items presented for payment. Any such overdraft on your Account will be subject to the applicable Terms and Conditions for the Account.
- 6.6 You may terminate any overdraft facility at any time. Where You do this your Account must revert to credit and operate in credit.
- 6.7 Subject to the Consumer Credit Act 1995 (where applicable), We may at any time demand full repayment of your overdraft or terminate, restrict or defer any right conferred on You by these Terms and Conditions in relation to your overdraft in any way We consider appropriate. On receipt of a demand for repayment of the overdraft, You must stop using cheques and making withdrawals on the Account.
- 6.8 Subject to us providing You with notice under the Consumer Credit Act 1995 (where applicable), if You breach any of these terms We may immediately terminate the overdraft, demand immediate repayment, reduce the overdraft limit and/or otherwise treat any of your rights as terminated, restricted or deferred in any way We consider appropriate.
- 6.9 Subject to the Consumer Credit Act 1995 (where applicable), We will give You ten days prior notice of any demand for payment of overdraft facilities if You have defaulted in payment of any other sums owing on any other Account with us.
- 6.10 Where overdraft interest is payable, it will be charged as detailed in the applicable overdraft confirmation letter or as detailed in our booklet “**A Guide to Personal Accounts Fees and Interest**”, which is available from our website www.ulsterbank.ie/brochures and may be varied from time to time in accordance with Section B, Part I, Condition 7 above. Overdraft interest is calculated on the daily cleared overdrawn balance on the Account after adjustment for cheques and other items in the course of collection.
- 6.11 If your Account becomes overdrawn without our agreement or You exceed any agreed overdraft limit, even if due to an irregular account charge or surcharge or debit interest, then fees will be payable as detailed in our booklet. “**A Guide to Personal Accounts Fees and Interest**”, which is available from our website www.ulsterbank.ie/brochures and may be varied from time to time in accordance with Section B, Part I, Condition 7 above.
- 6.12 Overdraft rates may be changed from time to time in accordance with Section B, Part I, Condition 7 above.

7 Fees, charges and other costs

- 7.1 You will be responsible for paying any reasonable costs incurred by us in connection with the overdraft whether as a result of You breaking the terms of the arrangement or not. These costs will include (but not be limited to) costs of taking and discharging any security, taking steps, including court action, to obtain payment, enforcing and/or preserving our rights under

any security held for the overdraft facility, tracing You if You change address without notice and communicating with You if You break the terms of the overdraft arrangement. If such costs remain unpaid then We may debit them to the Account on which We have made the overdraft available.

- 7.2 If You exceed the overdraft limit, charges will be payable as detailed in the overdraft confirmation letter and/or in our booklet “**A Guide to Personal Accounts Fees and Interest**”, which is available from our website www.ulsterbank.ie/brochures and may be varied from time to time in accordance with Section B, Part I, Condition 7 above.

8 Security

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

9 Miscellaneous

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

Part IV – Additional Terms and Conditions for Savings Accounts

This section contains additional terms and conditions relating to the Instant AccessPlus Account. See also the General Conditions in Section A and the Payment Services conditions in Section B. If there is any inconsistency between the General Conditions in Section A, Payment Services conditions in Section B and the Additional Terms and Conditions 1 – 3, the additional Terms and Conditions will override the General Conditions.

“**Account**” in this Part means your eligible savings account, namely the Instant Access Plus Account.

1 Availability

- 1.1 The Instant Access Plus Account is available to customers who hold a Flexible Mortgage with us.

2 Operations on the Account

- 2.1 (a) ATM Cards are available for the Account
(b) Credit interest is payable on the credit balance in your Account.
(c) DIRT will apply to interest payable on the Account unless Account

Holders are exempt from payment of DIRT. The criteria for non-liability for DIRT will be determined from time to time by Government legislation.

3 Interest

- 3.1 Interest is calculated daily in accordance with balance thresholds and is credited to the Account Quarterly or can be credited to another Account at the same branch. Details of our rates are available on www.ulsterbank.ie/brochures and may be varied from time to time in accordance with Section B, Part I, Condition 7.

4 Overdrafts

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

Section C – Debit Card – Conditions of Use

Effective Date of Ceasing to be in Force: After 23rd May 2024, this section remains effective only as described in the Important Note above, and will subsequently cease to be in force as described in the Important Note.

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

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

If the card is lost or stolen, or You suspect that someone knows your Personal Identification Number (PIN), You must phone us on 1800 245 399 (0044 131 549 8186 from abroad) or contact your branch.

1 General

These Conditions of Use apply to You if You have a serviceCARD, debitCARD or a cashCARD (a 'card'). A serviceCARD or debitCARD is a card which displays the Visa Debit logo which you can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your account. A cashCARD is a card which displays the Plus logo which you can only use for cash machine access to your account. If You have a cashCARD, the following General Conditions do not apply to you: 3.4, 3.8, 3.9, 3.14, 3.15, 4.1 and 4.2. Below are set out the definitions of the words and terms used in these Conditions.

"Account" Your Account with us to which transactions are debited.

"additional card" A card We issue to another person (an 'additional cardholder') nominated by You.

"card" Any serviceCARD, debitCARD or cashCARD We provide for use on the Account.

"Cut off time" means the end of day Cut off times for the payment services available to You, which Cut off times are

set out in our booklet "A Guide to our Personal Accounts".

"EEA" means the EU Member States, together with Norway, Liechtenstein and Iceland.

"Group" NatWest group of companies, of which We are a member.

"Payment Services Directive" means Directive (EU) 2015/2366 on Payment services in the internal market as may be amended, superseded or replaced from time to time and as transposed into Irish law.

"Payment Service Provider" means an entity which provides payment services within the meaning of the Payment Services Directive and includes duly authorised credit institutions, payment institutions, account information service providers and payment initiation service providers.

"PIN" The personal identification number You use with the card.

"Transaction" Any payment made or cash withdrawn by You using the card, or card number or PIN.

"We", "us", "our" Ulster Bank Ireland DAC.

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

2 The card

- 2.1 You can obtain a card on each of the following Accounts:
 - (a) Current Plus
 - (b) Facility
 - (c) Instant Access Plus

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

- Sign the card when You or the additional cardholder receive it.
- Keep the card secure at all times and do not allow any other person to use it.
- On receiving the PIN advice slip memorise the PIN and then immediately destroy the PIN advice slip.
- Never write down the PIN in any way which could be understood by someone else. Failure to follow the above procedures may affect your liability for unauthorised payments as set out in Condition 7.2.

- 2.3 You (and any additional cardholder) must not use the card before or after the period it is valid for or after You receive notice that We have cancelled or withdrawn the card.
- 2.4 You (and any additional cardholder) must not use the card if to do so would overdraw the Account without our prior agreement, or would increase any borrowing on the Account to more than We have agreed.
- 2.5 We own the card and if We ask, You must return it to us immediately (cut in half through the signature box and magnetic strip, and if You have a chipcard ensure the chip is cut in half) if any of the conditions in Condition 10.1 apply or We close your Account in accordance with the Terms and Conditions of your Account or your Card expires. We, or anyone acting for us, may keep the card if any of the circumstances in Condition 10.1 apply. For example, We may withdraw a card and instruct any third party to keep hold of it if You try to use it.

Using the card

3 Transactions

- 3.1 You must only use your card in accordance with these Terms and Conditions.
- 3.2 The card may be used along with the PIN to obtain cash, up to the daily cash withdrawal limit for your Account, subject to there being sufficient cleared funds in your

Account from any cash dispensing machine which We advise will accept the card.

- 3.3 There are daily cash withdrawal limits which apply when withdrawing funds via ATM. Details of limits are available on request from Telephony on **0818 210 260**. We may adjust these limits from time to time. These limits will apply to both domestic and international.
- 3.4 You can use your card to make purchases from retailers or suppliers of services if the front of your card displays the Visa Debit logo and the retailer or supplier of services displays the Visa or Visa Debit logo.
- 3.5 You can make bill payments and third party payments via Anytime Internet Banking, the Mobile Banking App, Telephone Banking or through an alternative Bank where you have an account with them. There may be a limit on the amount of such payments.
- 3.6 In making payments under Condition 3.5, you have two payment options as follows:
 - (a) You can make a next day value payment. If you make such a payment before the Cut Off Time on any Business Day, the Payee's Payment Service Provider will receive the payment on this Business Day. If you make such a payment after the Cut Off Time on any Business Day, the Payee's Payment Service Provider will receive the payment on the next Business Day.
 - (b) You can make a future dated payment which can be scheduled for a date up to sixty days from the date you make the request. If you make a future dated payment, the Payee's Payment Service Provider will receive the payment on the Business Day chosen by you.
- 3.7 If a retailer or supplier of services accepts payment by your card, the use of your card will have the effect of guaranteeing the payment and We will be obliged to pay the sum due to the retailer or supplier.
- 3.8 If You have a card that displays the Visa Debit logo You will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible the transaction will be declined. A retailer or supplier of services may also ask for authorisation in line with Condition 4.
- 3.9 If your card displays the Visa Debit logo, You may use it to obtain funds over the counter at any bank, financial institution or bureaux de change displaying the Visa logo. There may be a charge for using this service as detailed in the fees leaflet that applies to your Account ("**A Guide to Personal Accounts Fees and Interest**").
- 3.10 For purchases with your card and cash advances carried out through a third party, transactions carried out using the card will be applied to the Account on the Business Day on which details of the transaction are received by us. For cash withdrawals through an ATM the cash withdrawal will be debited to the Account on the Business Day on which the transaction is carried out with us, if the transaction is carried out before the Cut off time. If the Transaction is carried out after the Cut off time on any Business Day, it will be debited to the Account on the next Business Day.
- 3.11 On each Business Day, any available funds on the Account will be used first, in priority to paying any other debit to the Account, to pay any transaction notified to us since the previous Business Day.
- 3.12 When We process a transaction in a currency other than euro on the Account We will re-convert it into euro at our then current exchange rate as determined by the Bank or the applicable card scheme. We may vary our exchange rates immediately and without notice to You. Exchange Rates are available on Our website <https://www.ulsterbank.ie/globals/currency-rates.html>. A transaction fee will also be payable; see our "**A Guide**

to Personal Accounts Fees and Interest" for further information www.ulsterbank.ie/brochures.

- 3.13 You will have to pay all amounts charged to your Account by your card, even when the details on the sales voucher are wrong or where no sales voucher is signed, if it is clear that You or any additional cardholder has authorised the transaction.
- 3.14 When We receive an acceptable refund voucher We will pay the amount of the refund to the Account.
- 3.15 A transaction will be regarded as authorised by You or an additional cardholder and You give your consent to the transaction where You (or the additional cardholder):
 - (a) authorise the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
 - (i) entering the PIN or providing any other security code;
 - (ii) signing a sales voucher;
 - (iii) providing the Card Details and/or providing any other details requested; or
 - (iv) waving or swiping the card over a card reader or contactless payment unit.
 - (b) insert the Card and PIN and make a request for a cash withdrawal or a third party payment from an ATM or at a bank counter;
 - (c) orally or in writing provide the Card details to the Bank or request a transfer from the Account;
 - (d) instruct a Third Party Provider to initiate a transaction or seek information related to Your Account.
- 3.16 Notwithstanding that You must always use your PIN, if You sign for goods and/or services You consent to the transaction.
- 3.17 In the case of a transaction or service involving a Third Party Provider we will action the instruction or request for information as if it had been received directly from You.

4 Authorising Transactions

- 4.1 Where a retailer or supplier of services asks us for authorisation before accepting payment by your card, We may decide not to give authorisation if:
 - the card has been reported as lost or stolen, or We have reason to suspect it is lost or stolen; or
 - You or any additional cardholder have broken these Terms and Conditions; or
 - taking account of all other transactions We have authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
- 4.2 Once You have carried out a transaction using your card You cannot ask us to stop that transaction. However, We will cancel a transaction that has been authorised but not been paid if We receive satisfactory evidence of the transaction being cancelled.
- 4.3 If your card displays the Visa Debit logo, You can use the card to set up a repeat debit card payment with a retailer. If you then decide to stop such a payment it is your responsibility to cancel the recurring payment with the retailer.
- 4.4 Some contactless card payments may be subject to a limit. You can request this limit by phoning the Bank on **0818 210 260**. From time to time for security reasons You may be asked to enter Your PIN when You attempt a contactless transaction.

5 Charges

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

6 Joint Account

If You have a joint Account, although You will each have your own card, You are each responsible for all transactions carried out by any card and for repayment of any borrowing which arises on the Account. Prior to us taking action on an instruction received from a Third Party Provider to effect a transaction or receive information in respect of a joint Account We may require a written instruction from both of the holders of that Account.

7 Liability

- 7.1 If the card is lost or stolen, or You suspect that someone knows the PIN, You must carry out the instructions set out in the Important Notice at the beginning of these Conditions.
- 7.2 If the card is misused before You tell us of its loss or theft or that someone else knows the PIN in accordance with Condition 7.1 above, You will only have to pay up to €50 for any misuse, unless You have acted fraudulently or unless You intentionally or with a gross lack of reasonable care, failed to fulfil your obligations in Condition 7.1 and Condition 3.1. If You act fraudulently or intentionally or with a gross lack of reasonable care fail to fulfil your obligations under Conditions 3.1 and 7.1, the above limit will not apply and You may be liable for all amounts which arise from any misuse.
- 7.3 You are not liable for any unauthorised transaction made using your card and/or PIN after You have notified us of the loss, theft, misappropriation or unauthorised use of your card in accordance with Condition 7.1 above and We will re-credit any such transaction made with your card after You have contacted us, unless You have acted fraudulently.
- 7.4 If the card is misused by someone who has it with your permission You will have to pay for all transactions carried out with the card by that person.
- 7.5 If someone carries out a fraudulent transaction using your card details on the Internet or by telephone or mail order You will not be liable for the fraudulent transaction provided You notify us without undue delay on becoming aware of the misuse.
- 7.6 Once We receive notice of the loss, theft or possible misuse, We will cancel the card. If the card is then found You must not use it. You must return it to us immediately cut in half through the signature box and magnetic strip, and if You have a chip card ensure the chip is cut in half.
- 7.7 You will not be responsible for any loss arising from misuse of a card if it has not been received by You.
- 7.8 We will not be liable if any party refuses to let You pay or withdraw cash with the card.
- 7.9 Subject to Conditions 7.2 and 7.13, We will refund You immediately on establishing that a transaction was not authorised or consented to in accordance with Condition 3 which transaction was debited to your Account by crediting your Account with the amount and any interest lost due to the unauthorised transaction.
- 7.10 We will also be responsible if we fail to make a payment to or from your Account or incorrectly make a payment

to or from your Account in respect of any transaction which is presented to us or which We are instructed to execute unless Conditions 7.2, 7.11, 7.12 or 7.13 apply or We are otherwise permitted not to execute or refuse a payment. We will refund You immediately on establishing We are liable for a payment which payment was not correctly executed by putting your Account back into the position it would have been in had the payment not been defectively executed (which will include any interest lost (if applicable)).

- 7.11 We will not provide You with a refund of any payment in respect of any transaction and We will not be liable under Conditions 7.9 and 7.10 above unless You notify us of the unauthorised or incorrectly executed or nonexecution of a transaction without undue delay on becoming aware of such unauthorised, incorrectly executed or non-execution of a transaction and no later than thirteen months after the date the payment was debited to your Account or required to be debited to your Account.
- 7.12 We will not be liable under Conditions 7.9 and 7.10 above if You provide us with incorrect payment details for any transaction. We will however make immediate efforts to trace the payment and notify You of the outcome. For the avoidance of doubt this may involve us providing details of Your transaction to third parties.
- 7.13 We will not be responsible for any loss or expense You suffer if:
 - We cannot carry out any withdrawal, payment into your Account or other transaction on your Account, or if We cannot provide any services or facilities including ATM services because of strikes, power cuts, equipment not working or other abnormal or unforeseeable causes beyond our reasonable control;
 - security so demands in the protection of You or the integrity of your card and/or the card facilities that card facilities be suspended or declined for such reasonable period as may be required to remedy the security risk.
- 7.14 You must notify us of any disputed transaction by phoning us at **0044 1268 500 874** with details of the disputed transaction.

8 Additional Cardholder

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

9 Giving out information

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

- in connection with the loss, theft or possible misuse of the card or PIN;
- in order for us to meet our obligations as a member of the Visa card scheme;
- in order for us to meet your request to receive services from Third Party Providers;
- in order to provide information to another Payment Service Provider to retrieve a transaction in accordance with the Payment Services Directive.

10 Ending your right to use the card

- 10.1 We may suspend, withdraw or restrict the use of a card

and PIN in the following circumstances:

- (a) if We suspect there may be an unauthorised or fraudulent use of your card;
- (b) if We suspect your card and/or PIN have been lost, stolen, copied, misappropriated or are being used by someone else; or
- (c) if there is an error or irregularity in the maintenance of the Account or if We think someone else knows your PIN;
- (d) if your card has a credit line and there is a significantly increased risk that You will be unable to repay any credit advanced or to be advanced on it;
- (e) if your card has not been used for 13 months.

Once the reasons for the blocking of the use of the card no longer apply, We will give You a new or replacement card. We will tell You before We take this action, or as soon as possible afterwards.

- 10.2 Where We issue You with a replacement card, We may issue it under a different card scheme from the one which applies to your previous card (for example, We may replace a card issued under the Maestro scheme with one issued under the Visa scheme). We will only do so if We reasonably believe that the facilities offered by a card issued under the new scheme will, on balance, be as good as, or better than, those offered by your previous card.
- 10.3 We may not be able to tell You about the blocking of your card in certain circumstances if it would be unlawful for us to do so or if it would impact on the security of the card.
- 10.4 If your use of the Account is ended or restricted, including us instructing You not to make any further withdrawals on the account, You will not be entitled to use the card.
- 10.5 You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut in half down through the magnetic strip, and if You have a chip card ensure the chip is cut in half).
- 10.6 If your use of the card (or the use of the card by any additional cardholder) is ended, You remain responsible for all transactions carried out with the card.

11 Changes to Conditions of use

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

12 Exclusions

- 12.1 Payment Services made from your Account to a non-EEA account or Payment Service Provider or in a Non-EEA currency will be executed in accordance with clauses 7-11 inclusive save for the time frames within which information related to the payment is available.

Section D – Terms and Conditions for Anytime Internet and Telephone Banking

Effective Date of Ceasing to be in Force: After 23rd May 2024, this section remains effective only as described in the Important Note above, and will subsequently cease to be in force as described in the Important Note.

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

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

Definitions

“We”, “us”, “our” means Ulster Bank Ireland DAC.

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

“Account” means the account with us in your name.

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

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

Authority

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

Security Procedure

- 3 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 4 You must not disclose your Security Details to any other person or record your Security Details in any way which may result in them becoming known to another person.
- 5 Please note that after initial registration or enrolment We will never contact You, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If You receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and You must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 6 If You suspect someone knows your Security Details or there is unauthorised use of your Account You must contact us immediately as set out in Condition 9.4 of Section A. If You fail to do so, You may be liable for unauthorised transactions of up to €50 on your Account arising from the lost or stolen Security Details or where You have failed to keep your Security Details safe. If You acted fraudulently or intentionally, or with a gross lack of reasonable care failed to comply with your obligations in this paragraph or Your otherwise breach these Conditions, the €50 limit will not apply and You may be liable for the full amount of all unauthorised transactions on your Account.
- 7 You are not liable for any transactions which arise from a misuse of your Security Details after You have notified us in accordance with Condition 6 above unless You acted fraudulently.

- 8 You will be responsible for all instructions received by us between the time You pass the security procedure until You exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave the device You are using to access the Service unattended while You are still logged onto our website.
- 9 Telephone calls may be recorded for security and training purposes.

Transactions

- 10 Banking instructions received for your current and savings Accounts by 3.30pm on any Business Day will normally be processed that day. You will be advised at the time You send the instruction if the instruction cannot be processed that day but will be processed on the next Business Day. Instructions received at any other time will be processed the next Business Day.
- 11 Provision of the Service will not give You the right to make the Account overdrawn except to the extent of any overdraft which We may agree from time to time.
- 12 You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

Charges

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

Availability of the Service

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

Variation/Termination of the Service

- 15 We reserve the right to change the Service from time to time and shall give You sixty days prior notice of any material changes.
- 16 We may, suspend, withdraw or restrict the use of the Service or any part of the Service where:
 - (a) We have reasonable grounds to suspect that your Security Details have not been kept safe; or
 - (b) We have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
 - (c) as a result of a change in the way You operate your Account or in your financial circumstances, We have reasonable grounds to believe that You may have difficulty in meeting your commitments; or
 - (d) We consider it appropriate for your protection. Unless We are unable to contact You or there is a legal reason or other circumstances beyond our control preventing us from doing so, We will notify You personally before taking this action and provide our reasons for doing so. If We are unable to contact You beforehand, where possible We will notify You and give our reasons afterwards.
- 17 You may terminate your subscription to the Service by notifying us. The notification will not be effective until We receive it.

- 18 These terms and conditions and the charges for the Service may be varied from time to time in accordance with the Terms and Conditions for your Account.

Section E – General Terms

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

- 1.1 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.
- 1.2 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.
- 1.3 We can make very limited use of information that you provide to us in relation to a third party, for example an additional authorised account user. If you provide such information to us, we will:
 - (a) contact the third party to advise them that we have received their data, the circumstances under which we have received it and the purposes for which we will use the data;
 - (b) ask for confirmation that we may process that data;
 - (c) provide the third party with access to our privacy notice; and
 - (d) request that the third party ensures that their information is accurate, up-to-date and that they promptly notify us if they become aware that it is incorrect.
- 1.4 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.
- 1.5 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;

(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.

- 1.6 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.
- 1.7 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.
- 1.8 NatWest will not share your information with third parties for their own marketing purposes without your permission.
- 1.9 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.

Other General Terms

- If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters.
- If you wish to make a complaint please contact us. You can write to us at, 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 <https://www.ulsterbank.ie/help-and-support/how-to-make-a-complaint/complaint-form.html>
- 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.

- 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.

- Textphone users please dial **1800 924 615**.

- Information is correct at time of going to print.

- Ulster Bank Ireland DAC is registered with the Office of the Data Protection Commissioner. See www.dataprivacy.ie for a copy of our registration.

- Authorised and regulated by the Central Bank of Ireland. Ulster Bank Ireland DAC. Registered in Ireland. Registration Number 25766. Registered Office: 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.

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. The VAT number of Ulster Bank Ireland DAC is IE/9/E/61585W. Ulster Bank is subject to the Central Bank of Ireland's 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, <https://digital.ulsterbank.ie/personal/help-and-support/brochures-and-forms.html>

Section F – Warnings & Flexible Mortgage General Conditions

WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.

WARNING: VARIABLE RATE LOANS – THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.

WARNING: YOU MAY HAVE TO PAY CHARGES IF YOU PAY OFF A FIXED-RATE LOAN EARLY.

WARNING: DEBT CONSOLIDATION MORTGAGES – THIS NEW LOAN MAY TAKE LONGER TO PAY OFF THAN YOUR PREVIOUS LOANS. THIS MEANS YOU MAY PAY MORE THAN IF YOU PAID OVER A SHORTER TERM.

WARNING: INTEREST ONLY MORTGAGE – THE ENTIRE AMOUNT THAT YOU HAVE BORROWED WILL STILL BE OUTSTANDING AT THE END OF THE INTEREST-ONLY PERIOD.

WARNING: ENDOWMENT LOANS – THERE IS NO GUARANTEE THAT THE PROCEEDS OF THE INSURANCE POLICY WILL BE SUFFICIENT TO REPAY THE LOAN IN FULL WHEN IT BECOMES DUE FOR REPAYMENT.

Flexible Mortgage General Conditions

These conditions govern the operation of your Flexible Mortgage. Your Flexible Mortgage is a home loan from Ulster Bank Ireland DAC.

1 Definitions

“**Account**” in these Terms and Conditions means the Flexible Mortgage Account;

“**Agreement**” comprises the Loan Offer Letter (which incorporates an offer details document), these Terms and Conditions and the Mortgage;

“**Available Facility**” means any monies where there is a difference between the Facility and the Total Borrowing and represents the amount you can withdraw at any time subject to our approval;

“**Working Day**” means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Dublin;

“**Condition**” means a condition of these Terms and Conditions;

“**Facility**” means the total amount we have approved in your Loan Offer Letter that you can drawdown which reduces over the term;

“**Group**” means NatWest group of companies;

“**Initial Borrowing**” means that part of the Facility that you wish to drawdown where you do not draw the Facility at once;

“**Interest Rate**” means the interest rate set out in your Loan Offer Letter as calculated in accordance with Condition 3;

“**Loan Offer Letter**” means the loan offer provided by us to you specific to the customer number quoted therein;

“**Monthly Payment**” means, following any drawdown under the Facility, 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 Facility together with interest and charges to zero on or before the end of the Term (which payment may be revised in accordance with Condition 4);

“**Monthly Repayment Date**” means the date in each calendar month when the Monthly Payment is made being initially the date specified in the Loan Offer Letter as revised with our agreement;

“**Mortgage**” means the first ranking security you provide to us over your Property;

“**Property**” means a residence, situated in Ireland, which is your sole or main residence and over which the Flexible Mortgage is secured;

“**Term**” means the period in the Agreement over which you have agreed to repay the amount(s) drawn by you under the Facility together with interest and charges, which may be revised with our agreement;

“**these Terms and Conditions**” means the terms and conditions set out hereinafter which form Section F of the Ulster Bank Flexible Mortgage Terms and Conditions booklet;

“**Total Borrowing**” means the actual amount you owe us at any time (which may increase and decrease);

“**we**” “**us**” or “**our**” means Ulster Bank Ireland DAC, its successors and assigns;

“**You**” “**your**” means the person who has a Flexible Mortgage and in whose name the Account is opened which includes your personal representatives, executors, successors and permitted assigns. If the Account is in joint names it will mean both persons.

2 Operation of the Account

2.1 In accordance with your instructions, we will open the Account in your name or if you have a joint Account in both your names. It is a personal Account and cannot be used for any trade, profession or business purposes.

2.2 We will operate the Account on your instructions. If

you have a joint Account, we will (unless instructed otherwise) only accept instructions authorising withdrawals from both of you. You are responsible for the repayment of the Total Borrowing. With a joint Account, each of you is fully responsible for the Total Borrowing.

2.3 You are not able to instruct us to make payments from your Account (regardless of any Monthly Payments or other payments you make to repay the Total Borrowing) unless you have an Available Facility.

2.4 We will not issue you with a cheque book for this Account or collect cheques for you.

2.5 Each payment into the Account will repay/reduce the most recent debit(s) from the Account.

2.6 You may not make any withdrawals which increase the Total Borrowing to more than the Facility or otherwise allow the Total Borrowing on your Account to be more than the Facility.

2.7 You may request a decrease in the Facility at any time or ask us to agree to an increase or an extension of the Term. If you have a joint Account, we may (unless instructed otherwise) only accept and act on such a request from both of you. Any revision to the Facility will take effect when you, or under a joint Account both of you, have signed and returned a further loan offer letter.

2.8 In certain circumstances we may refuse to accept a payment into your Account.

3 Interest on Borrowing

3.1 You will pay us interest on your Total Borrowing on the Account. For the avoidance of doubt, if you have not repaid your Total Borrowing on the expiry of the Term, interest will continue to be applied to the Total Borrowing 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. Interest on such arrears will accrue in accordance with Condition 4. We may agree to capitalise arrears or interest on arrears by agreement with you.

3.2 The initial Interest Rate is stated in your Loan Offer Letter. The Interest Rate will not exceed the European Central Bank (ECB) rate plus 1.15% subject to the rate adjustment period allowable. Once the Facility is drawn down it is not possible to transfer to a fixed interest rate at any stage. Fixed rates are not available under the Flexible Mortgage. In the event of an increase in the ECB rate, we may adjust the Interest Rate. If we decide to do so we will do this within thirty days of the ECB rate movement and inform you in writing of each change (at the earliest opportunity and at least within 30 days) and we will publish notice of the change in at least three national daily newspapers. Where there is a reduction in the ECB rate which will make your Interest Rate exceed the reduced ECB rate plus 1.15%, we will reduce your Interest Rate to the reduced ECB plus 1.15% (or less) within one week of the ECB rate movement.

3.3 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 in Section A of the Ulster Bank Flexible Mortgage Terms and Conditions.

4 Repayment

4.1 You will make Monthly Payments to us on the Monthly Repayment Date. Where the Monthly Repayment Date is not a Working Day the Monthly Payment will be made on the next Working Day.

- 4.2 You may, at any time, repay all or any part of your Total Borrowing without notice or penalty or paying a redemption fee within the meaning of the Consumer Credit Act 1995 (as amended).
- 4.3 If we have required you under Condition 18.2 to repay the Total Borrowing in full before the end of the Term, you will immediately reduce the Total Borrowing with interest and charges to zero including, for the avoidance of doubt, any unpaid arrears or interest on arrears.
- 4.4 You will provide us with a signed and completed variable Direct Debit or SEPA Direct Debit Instruction on a suitable account to enable us to collect each Monthly Payment.
- 4.5 We will inform you annually of the minimum Monthly Payments to be made by you to the end of the Term. 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.
- 4.6 You must continue to make the Monthly Payments even if your Total Borrowing is less than your Facility. You may only suspend making Monthly Payments in accordance with Condition 5.

5 Payment Holidays

You may suspend making the Monthly Payments or pay part of them, during any period (not being more than six months in any rolling 12 month period) where we agree. Such agreement is dependant on all payments due on your Account being up to date and paid in full and all your other accounts with us (if any) are operating in a satisfactory manner. If we do agree, we will tell you the date on which we will recommence collecting the Monthly Payments (in full) and the amount of the Monthly Payments applicable. Interest will continue to be applied to the Account each month at the Interest Rate calculated in accordance with Condition 3. This arrangement will immediately cease and you must restart making Monthly Payments (in full) if the Facility will be exceeded.

6 Your Financial Position

You will give us any information we reasonably request from time to time to enable us to assess your ability to comply with your obligations to make the Monthly Payments and repay the Total Borrowing.

7 Credit Balances

You may not have a credit balance on the Account. If your payments into the Account result in a credit balance on the Account, we will return that balance to you and we will not pay you any interest on any such credit balance.

8 Charges, Fees and Expenses

- 8.1 Where applicable, you authorise us to apply to the Account and/or you undertake to pay to us (on a full indemnity basis) any costs, charges and expenses in connection with your Flexible Mortgage including (but not limited to):

- (i) re-inspection of the Property;
- (ii) enforcing or considering to enforce our security over your Property;
- (iii) carrying out or considering any other act or matter which we may consider to be for the benefit, preservation or improvement of the Property, any security against the Property or our interest in the Property;
- (iv) any real cost incurred by us by a variation or redemption of your Flexible Mortgage (that does not constitute a redemption fee within the meaning of the Consumer Credit Act 1995 (as amended));
- (v) any application for any consent by us whether or not we grant such consent;
- (vi) any breach by you of any of the terms contained in these Terms and Conditions or any other agreement between you and us;
- (vii) the production of the title deeds or any deed or document or copy or copies including delivery of such deeds or documents on accountable trust receipt;
- (viii) increasing the Facility or otherwise amending the terms of our Agreement at your request;
- (ix) any VAT and other taxes and duties properly chargeable on any amounts due under this Condition 8; and
- (x) Interest at the Interest Rate on any amount due under this Condition 8 from the date charged or applied to the Account until paid to us.

- 8.2 All costs charges and expenses which may be recovered by us under this Condition 8 shall be increased by the amount of any taxes charged (other than taxes on our net profits) except to the extent that we consider these to be recoverable by us.
- 8.3 You are responsible (i) for any valuer's fees you incur if your application for your Flexible Mortgage is approved by us and (ii) for your own legal fees.
- 8.4 The charges affecting your Account are described in our Tariff of Charges leaflet which is available on request. We may revise the charges from time to time and details will be sent to you at least 30 days before any changes in charges take effect. Charges are payable when they are incurred.
- 8.5 Where charges are accumulated and applied to your Account, we will advise you at least 10 Working Days before they are applied giving you a breakdown of such charges.
- 8.6 We will detail all charges applied to your Account in your statement.

9 Life Policy

- 9.1 A life assurance policy for, in the event of your death, a sum equal to the Total Borrowing (which may increase or decrease) to be paid to us in the year in which your death occurs must be in place for the Term.
- 9.2 Where you have a joint Account such a policy must be in place on both your lives.
- 9.3 Once the policy is in place, you should not deal with the policy(ies) in any way that would mean that the monies are not paid to your estate (eg. by disposal by gift or trust, assignment or charge to anyone else)
- 9.4 If you do not pay your premiums or maintain your policy(ies) for the Term, any sums due to us on your death (or the death of the other accountholder where there is a joint Account) will remain due and owing (together with interest accruing) by the surviving accountholder or by the estate of the deceased.

10 The Property

- 10.1 The Property must be the home you are currently living in or are intending to purchase with the Initial Borrowing. If your Account is a joint Account, you must both live at the Property. Your spouse, whether a legal owner of the Property or not, is required to be a party to the Mortgage if the Property is a family home.
- 10.2 You must insure the Property under a buildings insurance policy comprehensively for its full replacement value and maintain that insurance for the Term. From time to time we may ask you to provide us with evidence of the insurance cover showing us noted on the policy.
- 10.3 Where the Property is in a building block, you must maintain block insurance policy with us noted on the policy.
- 10.4 When arranging the insurance detailed above, you have the right to choose any insurer provided it is an insurer within the meaning of the Insurance Act 1989.
- 10.5 You must occupy the Property as your only or main residence unless we agree otherwise. If we agree otherwise you must comply with the terms of our agreement.
- 10.6 If you are buying a new house on the Property the current standard form of building contract (as recommended by the Law Society of Ireland) must be used.
- 10.7 If the house on the Property 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 you.
- 10.8 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 our valuers within three months from the date of acceptance of the Loan Offer Letter or within such extended time as we may agree with you in writing.
- 10.9 Any building works or change of use on the Property must be carried out in substantial compliance with the provisions of the Building Control Act 1990 (as amended) and the regulations there under.

11 Loan Offer

- 11.1 The offer in the Loan Offer Letter will lapse if the Mortgage is not closed within 3 months from the date of the Loan Offer Letter.
- 11.2 We reserve the right to withdraw the offer in the Loan Offer Letter or vary the terms thereof including reducing the Facility if you fail to comply with our requirements within the time specified by us or if in our opinion there is any material change in your circumstances before the Facility is available for drawing or if you knowingly withheld or falsified any information provided to us.
- 11.3 The Borrower has thirty days from the date of the Loan Offer to reflect before committing to taking out this loan. The Borrower may choose to accept the Loan Offer at any time during the 30 day reflection period.

12 Tax Relief at Source (TRS)

- 12.1 Since the 1st of January 2002 tax relief for home mortgage interest 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 payment repayment.
- 12.2 If you wish to apply for TRS, please apply online at www.revenue.ie.

- 12.3 The operation 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 you which is a permitted exception under the Irish Data Protection Bill 2018 and therefore does not constitute a breach of your rights under those Acts.
- 12.4 TRS applies to interest on borrowings used for the purpose of purchasing or renovating your Property. Therefore, you are obliged to advise the Revenue Commissioners of the percentage (%) of the Facility qualifying for tax relief, i.e., the amount of the Facility used for your Property. If you have an Available Facility and you do not use the Available Facility your TRS entitlement will be affected. You should apply to the Revenue Commissioners for any TRS adjustments after the year end.

13 No Liability for Loss

We 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. We will not under any circumstances be liable for any indirect losses or losses of profit.

14 General

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 you and us with regard to the remaining provisions which shall continue to be binding.

15 Identification

To ensure compliance with the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010-2018 (as may be amended from time to time) you, and where you have a joint Account both of you, may be required to produce to us satisfactory evidence of your identity and your current permanent address by means of supporting documentation.

16 Closing your Account

You may, at any time, without notice close your Account by repaying the Total Borrowing together with any outstanding interest and charges without being charged any penalty or paying a redemption fee within the meaning of the Consumer Credit Act 1995 (as amended). If you wish to have the Mortgage on your Property released, you will need to pay a sealing fee.

17 Adding/Removing an account holder from your Account

- 17.1 Where you have an Account you may add one other account holder to your Account. In such circumstances your Account will be a joint Account and the other account holder must join the Mortgage and give security over the Property. There may be additional costs associated with this, such as legal costs.
- 17.2 Where you have a joint Account you may remove the other account holder from your Account subject to our agreement. We may move your Account so that it is held in your sole name. If the account holder to be removed wishes to be released from the Mortgage, there may be additional costs associated with this, such as legal costs.

18 Our Right to require Early Repayment

- 18.1 We may write to you (or your personal representatives) (i) to forbid any further withdrawals from the Account and/or (ii) to reduce your Facility if:
- (i) without our prior agreement, you exceed the Facility, fail to make any Monthly Payment or fail to make any other payment due to us or otherwise breach any requirement contained or referred to in your Loan Offer Letter, these Terms and Conditions or the terms and conditions governing the Mortgage;
 - (ii) you breach the conditions of the Mortgage on the Property or any substitute Property or circumstances arise which adversely affect the value of the Mortgage on your Property.
- 18.2 We may write to you (or your personal representatives) to require immediate repayment of all or part of the Total Borrowing with interest and charges and forbid any further withdrawals from the Account if:
- (i) without our prior agreement, you exceed the Facility and the excess is not repaid within one month from the date we notify you;
 - (ii) you fail to make the equivalent of two Monthly Payments;
 - (iii) you fail to make any other payment due to us and such payment is outstanding for more than one month;
 - (iv) you otherwise breach any requirement contained or referred to in your Loan Offer Letter, these Terms and Conditions or the terms and conditions governing the Mortgage;
 - (v) you breach the conditions of the Mortgage on the Property or any substitute Property or circumstances arise which adversely affect the value of the Mortgage on the Property;
 - (vi) your Property is no longer your main residence and you have either not
 - (i) approached us to repay your Total Borrowing and take out a new mortgage secured on your new property
 - or
 - (ii) agreed with us that it can be let out on our terms;
 - (vii) you default under any loan agreement or other agreement or obligation relating to borrowing from us or under any guarantee to us (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party);
 - (viii) bankruptcy proceedings are commenced against you or you enter into any arrangement with your creditors;
 - (ix) any information you have provided to us is, in our opinion, materially inaccurate;

(x) any procedure is used against you to attach or take possession of your Property for payment of a debt;

(xi) you sell the Property without immediately purchasing another which is acceptable to us and is mortgaged by way of a first ranking security using either our then standard Mortgage for an asset of that type, or another form of Mortgage in a form acceptable to us which we agree to in writing;

(xii) the Property is destroyed and we do not reach agreement with you regarding its reinstatement;

(xiii) you (or with a joint Account either of you) die or become incapacitated;

(xiv) we become concerned that the Account is being operated for illegal purposes or you (or with a joint Account either of you) are convicted of a criminal offence punishable by imprisonment;

(xv) you mortgage the Property to any one else as security for a loan without notifying us and receiving confirmation from us that we have entered into a priorities agreement with that other party.



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