

# Personal Banking Terms and Conditions



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## A. General Account Terms and Conditions

The conditions in this section apply to the following Accounts:

- Current
- ufirst
- ufirstgold
- Dual
- Step
- Easy Access Savings
- ufirst Savings
- Reserve 30
- Reserve 90
- 55 Plus Savings
- urFirst and urMoney
- SSIA Variable Rate Deposit
- SSIA Fixed Rate Deposit
- Money Desk Deposit
- RSVP Anytime

Sections B sets out Additional Terms and Conditions for Current Accounts.

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

### 1 Our Dealings with You

When you sign the Account application form, you accept all these Terms and Conditions. Our booklets **A Guide to Personal Current Account Fees and Interest** and **Deposit Interest Rates**, available from any of our branches, as varied from time to time in accordance with Condition 7 in Section A, form part of these Terms and Conditions and should be read with them. Please also see our user guides and other information provided in connection with the operation of your Account from time to time.

### 2 Definitions

- 2.1 'We', 'us', 'our', 'Bank', 'Ulster Bank' mean Ulster Bank Ireland Limited, a member of the Royal Bank of Scotland group of companies. 'You', 'your' mean you, the person or persons in whose name(s) the Account is held. If you have a joint Account, references in these Terms and Conditions to 'you' include both of you, together and separately.
- 2.2 'Account' means the Account with us in your name.
- 2.3 '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.
- 2.4 'Group' means the Royal Bank of Scotland group of companies, of which we are a member.
- 2.5 'ECB' means European Central Bank.

### **3 Paying money into your Account**

- 3.1 We will provide same day value, for interest purposes, for transfers between the Account and another Ulster Bank Account as long as instructions are received by close of business on a working weekday. Transfer instructions received after close of business and on non-working days (i.e. weekends and bank holidays) will normally be processed on the next working weekday. You may be able to obtain same day value for transfers outside of these hours if the transfer has been initiated by electronic means.
- 3.2 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 working days or more.
- 3.3 Processing of items paid in via cash machines (if this service is available) may not begin until the next working day.

### **4 Refusal of payments**

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

### **5 Closure of the Account**

- 5.1 In certain circumstances we may require you to close the Account. We may do this by writing to you specifying the period of time within which you are required to comply with this request. If, at the end of that period, you have not closed the Account, we will be entitled to refuse to accept any more payments into the Account (except such payments as are necessary to repay any debt and outstanding interest and charges on the Account) and may return any existing balance to you at the last address you have intimated to us as your home address. We do not have to give you a reason for our decision.
- 5.2 You may instruct us to close the Account at any time, by reducing the balance to zero, paying any accrued interest and charges and instructing us in writing to close the Account.
- 5.3 The Terms and Conditions relating to the Account will continue to apply until all sums pending have been settled in full and all cards and other items belonging to us have been returned.

### **6 Cancellation Rights**

When we open your Account, we will write to you with your Account number and other information about your Account. If you (or one of you, in the case of a joint Account) are not happy with your choice of Account, you (or one of you) may cancel it within 14 days of receipt of your Account number by confirming your decision in writing addressed to your

branch. Alternatively you can give notice of cancellation by sending a fax to our Customer Service Centre on 048 9076 2147 or by sending an e-mail to [cscaccountmaintenance1@ulsterbank.com](mailto:cscaccountmaintenance1@ulsterbank.com). If you do so we will give you back all the money you have deposited in the Account with any interest it has earned. We will ignore any notice period and any extra charges for withdrawing funds early; this would not apply if the interest on the Account depends on rises and falls in financial markets outside our control, or is fixed-rate.

## 7 Alterations/Amendments

- 7.1 We may change these Terms and Conditions at any time including making changes to charges and/or introducing new charges, to reflect changes in:
  - market conditions affecting our business, including:
    - fraud prevention requirements;
    - changes in technology;
    - changes in payment methods; and
    - regulatory requirements;
  - good banking practice;
  - our systems, including changes to merge or rationalise systems across the Group or part of the Group; and/or
  - relevant laws.
- 7.2 We may change these Terms and Conditions from time to time for any valid reason.
- 7.3 We will give you at least 30 days' prior written notice about any change to these Terms and Conditions, except where changes are to your advantage in which case we may make the change immediately then write to you within 30 days to tell you about the change.
- 7.4 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.
- 7.5 We may change any of our interest rates from time to time for any of the following reasons:
  - (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.
- 7.6 We may change our interest rates for any valid reason.
- 7.7 Changes to interest rates will be displayed in our branches and will be advised by notice in the national press or in statements.

## 8 Operations on the Account

- 8.1 You authorise us to accept and act on your instructions. These can be in writing, over the telephone, or (if agreed separately by us in writing) by electronic means, e.g.

computer. Where your instructions are not in writing, i.e. not provided with an original written authorised signature(s), we are entitled to accept and act on them if the instruction has been confirmed by the use of the security procedure we require you to follow when giving us instructions which are not in writing.

- 8.2 If you have a joint Account, we will (unless you instruct us otherwise in writing) accept instructions authorising account withdrawals signed by any one of you. If you instruct us in writing that more than one of you requires to give any instruction on the Account, you will generally have to give us future instructions relating to the Account in writing, and not 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, including any irregular account charge, any surcharge interest and any debit interest.
- 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 (see Condition 2.3 above) secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 9.2 You must not disclose your Security Details to any other person or record your Security Details in any way which may result in them becoming known to another person.
- 9.3 Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- 9.4 Where a transaction on the Account is confirmed using the Security Details but you subsequently show it was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Terms and Conditions, and you have not acted fraudulently.
- 9.5 **If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you may be liable for unauthorised transactions on your Account confirmed by use of the Security Details.**

## 10 Additional services and charges

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

## 11 Credit interest payable to you

- 11.1 Any credit interest payable on credit balances on your Account will be paid at our published rates, as detailed in our booklets **A Guide to Personal Current Account Fees and Interest** and **Deposit Interest Rates**, which are available from our branches and may be varied from time to time in accordance with Condition 7 above.
- 11.2 Credit interest (where applicable) is calculated on the daily cleared credit balance on the Account and is paid as detailed in our booklets **A Guide to Personal Current Account Fees and Interest** and **Deposit Interest Rates**, which are available from our branches and may be varied from time to time in accordance with Condition 7 above.
- 11.3 Credit interest is not payable on non-interest bearing Accounts.
- 11.4 Any credit interest payable will be credited to the Account after deduction of Deposit Interest Retention Tax where applicable.

## 12 General

- 12.1 The relationship between you and the Bank and your contract with the Bank will be governed and interpreted in accordance with the laws of Ireland. The contract will be subject to the non-exclusive jurisdiction of the Irish courts.
- 12.2 These Terms and Conditions are written in English and all our communications with you will be in English.
- 12.3 If you change your name or address you must tell us immediately. All statements, demands, notices and other correspondence will be sent to the most recent address you have advised to us in writing and provided we send it to that address this will be considered effective service of any notice or demand which we may require to serve on you.
- 12.4 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).
- 12.5 In the event of your death or incapacity all payments from the Account will be valid and binding on you and your estate if made prior to the receipt by the Bank of written notice of such death or incapacity.

## B. Additional Terms and Conditions for Current Accounts

This section contains additional terms and conditions relating to the Accounts as detailed in the various headings below. See also General Account Terms and Conditions in Section A. If there is any inconsistency between these General Account Terms and Conditions and the Additional Terms and Conditions in Section B, the Additional Terms and Conditions will override the General Conditions.

### Additional Terms and Conditions for:

- **Current**
- **ufirst**
- **ufirstgold**
- **Dual**
- **Step**

## 13 Availability

- 13.1 Only private individuals aged 16 years or over may open a Current, Dual or Step Account.
- 13.2 Existing Dual customers as at 1 January 2005 who were aged under 16 at that date can continue to use their Dual Account.
- 13.3 Only private individuals aged 18 years or over may open a ufirst or a ufirstgold Account.

## 14 Operations on the Account

- 14.1 You must always ensure that the cleared balance (plus, where applicable, any unused agreed overdraft facility) on your Account by close of business on the working weekday before the day when:
  - cheques you have issued are presented for payment
  - standing orders and direct debits are due to be paid
  - you withdraw money from a cash machine
  - you carry out a Laser/Maestro/Cirrus transaction
  - you request us to make payments by any electronic means or by telephone
  - or any other transactions on the Account are due to take place, including the application of interest and charges,is sufficient to cover payment of all such transactions and that the cleared balance remains sufficient to cover payment until all such transactions are paid.
- 14.2 If a sufficient cleared balance (plus, where applicable, any unused agreed overdraft facility) to cover payment is not available on your Account by close of business on the working weekday before the day on which any such transactions are due to take place, payment of some or all of the transactions may be refused.
- 14.3 However, if at any time such transactions would result, without prior arrangement, in the Account being overdrawn or the agreed overdraft limit being exceeded, we may exercise our sole discretion and without contacting you, allow an overdraft to be created or allow the borrowing limit to be exceeded. In these circumstances, the



new or excess overdraft is an unarranged overdraft. We may also at our discretion refuse to pay a cheque, or allow any other payment or withdrawal, which would create an unauthorised overdraft or exceed any agreed or automatic overdraft limit on the Account.

- 14.4 In some circumstances you may be able to stop a cheque that has been issued, or a standing order or direct debit instruction on the Account. If you wish to do so and these circumstances apply, you should advise your branch in writing, or by telephone (followed by written confirmation). This advice must be accompanied by the following details:
- Cheque – the cheque number, Account number, amount, name of payee and date;
  - Standing Order – name of beneficiary, amount and frequency where appropriate;
  - Direct Debit – name of originator, amount and frequency where appropriate.
- For additional details on stopping payments, please see the user guide for your Account or ask for details at your local branch.
- 14.5 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.

## 15 Cheques and Vouchers

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

## 16 Service charges

Service charges for operating the Account are charged as detailed in our booklet **A Guide to Personal Current Account Fees and Interest**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above. If any changes are made, details of the revised charges will be sent to you at least 30 days before the implementation date for the changes.

## 17 Overdrafts

- 17.1 Overdrafts may be available on some current Accounts, if you are aged 18 or over; see the Additional Terms and Conditions for your Account and/or other literature relating to the Account. Where there is an option to apply for an overdraft, you may overdraw your Account only if we have agreed the overdraft with you. Your Account must operate in credit or within any agreed overdraft limit.
- 17.2 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.

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.

- 17.3 We may, at our discretion, amend the overdraft limit on the Account, subject to giving you prior written notice. 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 17.6), any authorised overdraft limit will be available until further notice or until any specified review date.
- 17.4 An overdraft may be continued without formal arrangements after any specified review date and there may be increases in the amount of overdrafts, arising through exercise of our discretion to pay items presented for payment or through payment being guaranteed by a cheque guarantee card. Any such overdrafts on your Account will be subject to the applicable terms and conditions for the Account.
- 17.5 You may terminate any overdraft facility at any time. Where you do this your Account must revert to credit and operate in credit.
- 17.6 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.
- 17.7 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.
- 17.8 We do not have to give you prior notice of any demand for payment of overdraft facilities if you have defaulted seriously in payment of any other sums owing on any other Account with us.
- 17.9 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 Current Account Fees and Interest**, which is available from our branches and may be varied from time to time in accordance with 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.
- 17.10 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 Current Account Fees and Interest**, which is available from our branches and may be varied from time to time in accordance with Condition 7 above.
- 17.11 Overdraft rates may be changed from time to time in accordance with Condition 7 above.

## 18 Fees, charges and other costs

- 18.1 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.
- 18.2 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 Current Account Fees and Interest**, which is available from our branches and may be varied from time to time in accordance with Condition 7 above.

## 19 Security

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 require to be granted in our preferred form.

## 20 Miscellaneous

- 20.1 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.
- 20.2 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.
- 20.3 We may change any of these Terms and Conditions in accordance with Condition 7 in Section A above.

### Additional Terms and Conditions for:

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

See also Conditions 13-20 and General Account Terms and Conditions in Section A.

## 21 Membership Fee

A monthly membership fee is payable on ufirst and ufirstgold.

## 22 Additional Benefits

- 22.1 You are entitled to apply for the additional benefits specified in the User Guide for the Account. We may alter any of these benefits by giving you at least 30 days' prior notice.
- 22.2 We reserve the right to reclaim all or part of the value given on any benefits so denoted in the User Guide for the Account issued to you when opening the Account, should the Account be closed within six months of these benefits being claimed.

## 23 Closure of the Account

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

## Additional Terms and Conditions for Dual Accounts

See also Conditions 13-20 above and General Account Terms and Conditions in Section A.

## 24 Operations on your Account

- 24.1 Withdrawals must be made via a cash machine. Counter withdrawals (other than from the branch where the Account is held) may only be made at our discretion.
- 24.2 Standing Order and Direct Debit facilities are only available to customers aged 16 or over.

## 25 Overdrafts

- 25.1 You are not permitted to overdraw the Account, but if for any reason a debt arises on the Account you are responsible for payment.
- 25.2 The Bank may refuse any transaction if there are insufficient cleared funds available on the Account for the transaction.
- 25.3 An irregular account charge will be applied in any circumstances where a Dual Account goes overdrawn. This fee is set out in our booklet **A Guide to Personal Current Account Fees and Interest**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## Additional Terms and Conditions for Step

See also Conditions 13-20 above and General Account Terms and Conditions in Section A

## 26 Overdrafts

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

## C. Additional Terms and Conditions for Savings Accounts

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

- **Easy Access Savings**
- **ufirst Savings**
- **Reserve 30**
- **Reserve 90**
- **55 Plus Savings**
- **Personal Savings**
- **urFirst**
- **urMoney**
- **SSIA Variable Rate Deposit**
- **SSIA Fixed Rate Deposit**
- **Money Desk Deposit**
- **RSVP Anytime**

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

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

- **Easy Access Savings**
- **ufirst Savings**
- **Reserve 30**
- **Reserve 90**
- **55 Plus Savings**
- **Personal Savings**

## 27 Availability

- 27.1 Only private individuals and trustees aged 18 years or over may open an Easy Access Savings, Reserve 30 or Reserve 90 Account.
- 27.2 Subject to Conditions 60.2 and 64.2, only private individuals who subscribe to ufirst may open a ufirst Savings Account.
- 27.3 Only private individuals aged 55 or over may open a 55 Plus Savings Account.

## 28 Operations on the Account

- 28.1 Lodgments for any amount can be made to the Account by Bank Giro Credit at any of our branches or any other bank at which this service is available. A small direct charge for this service may be made by the other bank. Wages and salary lodgments are not permitted on the Account.

- 28.2 Standing Orders and Direct Debit payments are not permitted from the Account.
- 28.3 Statements showing operations on the Account will be issued to you every 3 months (quarterly) if there have been transactions on the Account during the quarter and otherwise at least once a year.

## 29 Service charges

Service charges for operating the Account are charged as detailed in our booklet **Deposit Interest Rates**, which is available from our branches and may be varied from time to time in accordance with Condition 7 above. If any changes are made, details of the revised charges will be sent to you at least 30 days before the implementation date for the changes.

## 30 Withdrawals

Withdrawals from the Account may be made in cash or by transfer to another Ulster Bank Account. Unless you have made specific arrangements with us relating to a sum to be withdrawn in cash, we may limit the amount you can withdraw in cash at any one time.

## 31 Overdrafts

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

## Additional Terms and Conditions for ufirst Savings

See also Conditions 27-31 and General Account Terms and Conditions in Section A.

## 32 Closure of the Account

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

## Additional Terms and Conditions for Reserve 30

See also Conditions 27-31 and General Account Terms and Conditions in Section A.

## 33 Balance Threshold for Interest

There is a minimum balance threshold of €3,000 for Reserve 30 Interest. If you fall below this minimum you will receive our nominal rate of interest. For details of our nominal rate please refer to our booklet **Deposit Interest Rates**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## 34 Withdrawals

You must provide 30 days' notice for all withdrawals on Reserve 30. If you are not able to give 30 days' notice for a withdrawal or Account closure, we will charge you a fee equivalent to our reducing your next interest payment by 30 days' interest on the amount withdrawn, based on the interest rate applicable to the Account balance immediately prior to the withdrawal. If the amount of this fee is more than the value of the accrued interest on the Account as at the date of withdrawal we will deduct the rest from the Account balance.

### Additional Terms and Conditions for:

- Reserve 90
- 55 Plus Savings
- Personal Savings

See also Conditions 27-31 above and General Account Terms and Conditions in Section A.

## 35 Passbooks

If you have a passbook for your Account then:

35.1 If your passbook is lost or stolen, you must report this to your local branch immediately.

35.2 Your passbook can be updated on request at your branch at any time during normal opening hours. The balance shown on your passbook from time to time reflects the sums at credit on the Account when the passbook was last updated. Your quarterly statement will provide an up to date balance figure.

### Additional Terms and Conditions for Reserve 90

See also Conditions 27-31 above and General Account Terms and Conditions in Section A.

## 36 Balance Threshold for Interest

There is a minimum balance threshold of €3,000 for Reserve 90 Interest. If you fall below this minimum you will receive a nominal rate of interest. For details of our nominal rate please refer to our booklet **Deposit Interest Rates**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## 37 Withdrawals

You must provide 90 days' notice for all withdrawals on Reserve 90. If you are not able to give 90 days' notice for a withdrawal or Account closure, we will charge you a fee equivalent to our reducing your next interest payment by 90 days' interest on the amount withdrawn, based on the interest rate applicable to the Account balance immediately prior to the withdrawal. If the amount of this fee is more than the value of the accrued interest on the Account as at the date of withdrawal we will deduct the rest from the Account balance.

## **Additional Terms and Conditions for 55 Plus Savings Account**

See also Conditions 27-31 above and General Account Terms and Conditions in Section A.

### **38 Balance Threshold for Interest**

There is a minimum balance threshold of €3,000 for 55 Plus Interest. If you fall below this minimum you will receive a nominal rate of interest. For details of our nominal rate please refer to our booklet **Deposit Interest Rates**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.

## **Additional Terms and Conditions for urFirst Account**

See also General Account Terms and Conditions in Section A.

### **39 Availability**

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

### **40 Account opened on your behalf**

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

### **41 Taking money out of your Account**

- 41.1 When you pay a cheque into your Account, the money will be added to the Account balance but you may not be able to take the money out of the Account until the cheque has "cleared". See Condition 3 in Section A above.
- 41.2 Your Account may not be overdrawn – that means you cannot take out more money than you have in your Account. If your Account becomes overdrawn we may inform your parents or guardians.
- 41.3 We may limit the amount you may withdraw in cash at any time.
- 41.4 Standing orders and direct debit payments cannot be made from this Account.



## 42 Interest paid to you

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

## 43 Changing your Account

When you reach the age of 12 years you will no longer be eligible for urFirst and you agree that we may change your urFirst Account to a urMoney Account. We will write to you 30 days before we do this and you will be entitled to close the Account if you so wish.

## Additional Terms and Conditions for urMoney Account

See also General Account Terms and Conditions in Section A.

## 44 Availability

The urMoney Account is only available to people aged between 12 and 17. When you reach the age of 18 you will no longer be eligible for the urMoney Account and we may convert the Account to an Easy Access Savings Account or to another account with us. We will write and tell you at least 30 days before we do this and you will be entitled to transfer to another account or close the Account if you so wish.

## 45 The main services on urMoney Account

- Cashcard\*.
- Credit interest on the money in your Account.

\*For Customers aged under 16, available only with the consent of your parent or guardian.

## 46 Taking money out of your Account

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

## 47 Credit interest paid to you

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

## Additional Terms and Conditions for Money Desk Deposit

See also General Conditions in Section A above (except Conditions 3 and 5.2 which do not apply for Money Desk Deposit Account).

### 48 Availability

- 48.1 Money Desk Deposit Accounts are available to personal customers investing on their own behalf and to all non-personal customers.
- 48.2 The initial deposit to open the Account must be a minimum of €25,000.
- 48.3 Accounts may be opened for 1 week, 1 month, 3 months, 6 months, 9 months, 1 year or 2 years.
- 48.4 Credit interest is calculated on the day to day cleared balance at the applicable pre-agreed rate for a fixed term and will be credited to the Account at maturity (maturity means end of agreed term) after deduction of Deposit Interest Retention Tax where applicable. Non taxpayers may register to receive interest gross provided they comply with the relevant requirements of the Revenue Commissioners.
- 48.5 We will issue a confirmation letter showing maturity details for each deposit.
- 48.6 If an instruction is not held by the Bank or received from you on the day of maturity, funds (capital plus interest) will roll over for the same term again at the rate deemed appropriate by the Bank at that time.
- 48.7 No additional lodgments are allowed on Accounts during the term; however a separate account may be opened with the minimum appropriate balance.
- 48.8 If access to funds prior to maturity is required, you may break your fixed term deposit. Interest may be applied to the date of the withdrawal. Depending on movements in the interest rate market, this may in certain circumstances result in a charge being incurred.
- 48.9 Only cleared funds are accepted to the Money Desk Deposit Accounts. Lodgments can only be accepted between 9.30am and 3.00pm each working day.

### Terms and Conditions for Variable Rate Deposit and Fixed Rate Deposit, Special Savings Incentive Account (SSIA).

Please read the following terms and conditions carefully and retain them for future reference. They tell you important information about your Ulster Bank Deposit SSIA. See also General Account Terms and Conditions in Section A.

### 49 Definitions

- 49.1 "SSIA" means the Special Savings Incentive Account.
- 49.2 "Account Holder" means the person in whose name the Bank maintains the Account.
- 49.3 "You"/"your" means the Account Holder.
- 49.4 "Subscription" is any money paid into your Account each calendar month, excluding the interest and Government tax credits.
- 49.5 "Tax Credit" is the Government top-up to your Account, calculated at 25% of the

value of monthly lodgments to your SSIA.

49.6 "PPSN" is the Account Holder's Personal Public Service Number.

49.7 "Commencement" is the date on which the first lodgment to the Account is received.

49.8 "Maturity" – the Account is matured 30 days after the end of the month in which the 5th anniversary of commencement falls.

49.9 "Exit tax" currently 23% is the tax that will be applied to any gain on the Account or on early withdrawals.

49.10 "Savings Manager" a registered institution capable of opening and managing SSIA's.

## 50 Availability

50.1 The Ulster Bank SSIA is available to individuals who are aged 18 or over.

50.2 You must be tax resident in Ireland at time of opening and remain tax resident or ordinarily resident during the term of the SSIA.

50.3 Personal customers only.

50.4 Only one Account per customer.

50.5 Your PPSN must be supplied along with a form of proof linking your name with your PPSN such as correspondence from the Revenue Commissioners or Department of Social, Family and Community Affairs or any of the following:

- Payslip
- Social Welfare Services Card
- Notice of Tax Credits
- P60/P45
- Pension Book.

50.6 Sole Accounts only, no joint Accounts are allowed.

## 51 Opening an SSIA

51.1 All SSIA's must be opened between 1 May 2001 and 30 April 2002.

51.2 Your PPSN must be supplied at Account opening.

51.3 The Commencement Declaration must be signed on or after 1 May 2001 but before the first lodgment is made.

51.4 The Account commences on the date of the first lodgment.

51.5 First lodgment must be received between the date of signing the Commencement Declaration and the end of the following month.

51.6 All applications to open an SSIA must be fully and accurately completed. Any changes to details requested upon application must be notified in writing to Ulster Bank.

51.7 You may invest in an SSIA on your behalf only.

51.8 Subscriptions must be funded by the Account Holder, or spouse of the Account Holder, from funds available to either or both of them, out of their own resources without recourse to borrowing.

- 51.9 The Bank reserves the right to refuse a deposit, to decline to open an Account or, on reasonable notice, to refuse to take further subscriptions without giving a reason for such a decision.
- 51.10 We have a legal obligation to ask all new Account Holders for acceptable identification e.g. current valid full passport, full local driving licence or signed employee identity card bearing a sealed photograph and signature. In addition, we require separate verification of your current permanent address before opening an account e.g. utility bill, bank or building society statements (originals).

## 52 Subscription Limits

- 52.1 The Account is a SSIA as defined by Part 36A of Taxes Consolidation Act 1997.
- 52.2 Minimum monthly subscription for Accounts opened up until 31 December 2001
- For the Variable Rate Deposit Account is €10 for the first 12 months. After the first 12 months there is no minimum monthly subscription.
  - For the Fixed Rate Deposit Account is €10 for the full term.
- 52.3 Minimum monthly subscription for Accounts opened on or after 1st January 2002.
- For the Variable Rate Deposit Account is €12.50 for the first 12 months. After the first 12 months there is no minimum monthly subscription.
  - For the Fixed Rate Deposit Account is €12.50 for the full term.
- 52.4 The maximum monthly subscription is €200 for Accounts opened until 31 December 2001 and €254 for Accounts opened up thereafter. If any subscription (or part subscription) will lead to a breach of the monthly subscription limit, it will not be credited to the Account. We will write to tell you if this happens.
- 52.5 If you fail to make any of the 11 minimum monthly subscriptions after commencement of the Account, the SSIA will be breached (see Condition 60 below).
- 52.6 Final subscriptions must be received before the last working day of the 60th month after commencement of the Account.

## 53 Deposits to the Account

- 53.1 At Account opening you will contract to the minimum monthly lodgment, however you may set your standing order up for any amount between the minimum and the maximum.
- 53.2 Standing Orders are the preferred method of lodgment to your SSIA.
- 53.3 Standing Orders must be set up for payment prior to the 25th monthly.
- 53.4 Over the counter lodgments are allowed on the Variable Rate Deposit Account but not on the Fixed Rate Deposit Account.
- 53.5 For the Fixed Rate Deposit Account, once the monthly subscription is agreed this should not be amended during the 5 year term.
- 53.6 Only cleared funds will be accepted. This means that you should lodge only cash or Ulster Bank cheques.

- 53.7 Lodgments containing uncleared effects will be rejected in their entirety.
- 53.8 No lodgments will be permitted to the Account in the month on which the 5th anniversary falls.

## 54 Tax Credits

Tax credits will be calculated as 25% of the total lodgment and will be credited to your Account at the time of lodgment.

## 55 Withdrawals from the Account

- 55.1 Withdrawals are only permitted on the Variable Rate Deposit Account but not on the Fixed Rate Deposit Account.
- 55.2 Withdrawals are only allowed from Account holding branch.
- 55.3 All withdrawals made prior to maturity will be net of the SSIA Exit tax.
- 55.4 The amount of tax liable is calculated as  $T = W / (100\% - 23\%) - W$ , where "T" is the tax and "W" is the amount of the withdrawal.
- 55.5 Notice to withdraw is not required.

## 56 Overdrawn Accounts

You are not permitted to overdraw the Account.

## 57 Direct Debits and Standing Orders

The Bank will not accept instructions for direct debits or standing orders to be paid from the Account.

## 58 Statements

Statements will be issued half yearly.

## 59 Interest

- 59.1 The interest rate on the Variable Rate Deposit Account is subject to variation (see Condition 59.4 below); however it will not fall below 0.5% of the prevailing ECB base rate. Interest rate changes will be effected within 5 working days of an ECB base rate movement.
- 59.2 Interest on the Fixed Rate Deposit Account is fixed for the full term.
- 59.3 Interest is calculated on the daily cleared balance at the applicable Ulster Bank rate and will be credited to the Account annually in October. Full details of current interest rates are contained in our booklet **Deposit Interest Rates**, which is available from our branches and may be varied from time to time in accordance with Condition 7 in Section A above.
- 59.4 Rates may be changed from time to time in accordance with Condition 7 in Section A above. We will advertise any changes in the national press and in all our branches.

## 60 Breaching the SSIA rules

60.1 Your SSIA will be breached if

- you fail to make the minimum monthly subscription for the first 12 months of the Account;
- you close the Account before the end of the term;
- any of the points in the Account Commencement Declaration cease to be correct;
- at the end of the term you fail to complete a Maturity Declaration.

60.2 On breach we will close the Account, apply the Exit tax to the full balance including interest to date and transfer the remaining balance to a ufirst Savings Account in your name.

60.3 Ulster Bank will notify you in writing if by reason of any failure to satisfy the SSIA rules an Account or part of an Account has not qualified.

## 61 Death

In the event of your death:

61.1 The Account will mature as an SSIA.

61.2 The Bank will convert the Account into a ufirst Savings Account to the order of those entitled to dispose of your property.

61.3 Tax credits relating to lodgments prior to date of death will be credited to the account.

61.4 Tax credits relating to lodgments after date of death of the Account Holder will be returned to the Government.

## 62 Account transfers

62.1 The Account Holder may request the Account with all rights and obligations of the parties thereto be transferred to another qualifying Savings Manager.

62.2 The transferor (the Savings Manager where the Account is moving from) shall within 30 days after the date of transfer give to the transferee (the Savings Manager where the Account is moving to) a notice containing the necessary information to facilitate the Account transfer as detailed in the SSIA rules.

## 63 Account closure

63.1 If you close your Variable Rate Deposit your complete balance including subscriptions, tax credits and interest to date will be subject to SSIA Exit tax.

63.2 If you close your Fixed Rate Deposit we may charge a breakage cost (additional to any tax) which will be the present value of the following formula. Breakage cost =  $W \times U \times D\%$  where

“W” is the amount withdrawn

“U” is the unexpired term of your SSIA

“D” is the difference in the prevailing market rate for the remaining term.

## 64 Maturity

- 64.1 Maturity occurs on the earlier of the death of the Account Holder or 30 days after the end of the month in which the 5th anniversary of commencement falls.
- 64.2 On maturity we will close your Account and transfer the balance to a ufirst Savings Account in your name.
- 64.3 If we hold your Maturity Declaration, or on death, only the interest earned will be subject to the SSIA Exit tax.
- 64.4 If we do not hold your Maturity Declaration, your full balance will be subject to the SSIA Exit tax.

## 65 Variation

The Bank may amend any of these Conditions in accordance with Condition 7 in Section A above.

## 66 General

- 66.1 Investments in the Account will be, and must remain in, the beneficial ownership of the investor and must not be used as security for a loan.
- 66.2 The Account Holder will subscribe to the account from funds available to them and/ or their spouse, from their own resources without recourse to borrowing, or the deferral of repayment of sums already borrowed.
- 66.3 None of your rights are assignable or transferable nor can the Account be used in any way as security for any liability.
- 66.4 The Bank may refuse to carry out or allow any transaction on an Account if it is not satisfied of:
- the identity or authority of any person requesting the transaction;
  - the lawfulness of the transaction;
  - whether the Account conditions have been complied with.

We must by law disclose details of your SSIA to the Revenue Commissioners.

## Additional Terms and Conditions for RSVP Anytime.

See also General Account Terms and Conditions in Section A.

## 67 Availability

RSVP Anytime is a Savings Account available to personal customers only investing on their own behalf. The Account is available to individuals who are permanently resident in Ireland and aged 18 or over. There are no restrictions on the number of Accounts an account holder may have. The Bank reserves the right to refuse a deposit, to decline to open an Account or, on at least 30 days' notice, to require an Account to be closed without giving a reason for such a decision. Closure may be immediate in extreme or exceptional cases. The RSVP Anytime is operated through Anytime Banking by Freepost, telephone

and internet. The Account cannot be operated or any related business conducted through any of the Bank's branches.

## 68 Deposits to the Account

- 68.1 The initial deposit to open the Account must be for a minimum of €5,000 by way of a cheque drawn on a personal account in the applicant's name or by an Ulster Bank draft. Subsequent deposits must each be for at least €500. A minimum balance of €5,000 must be maintained in the Account and subject to this provision, it will earn interest at the RSVP Anytime rate(s). There is no maximum restriction. Should the balance of the Account fall below €5,000 the Bank will pay interest at our nominal rate of interest until the minimum balance is re-established on the account. For details of our nominal rate please refer to our booklet, **Deposit Interest Rates** (as varied from time to time). Deposits should be made by cheque, online or by telephone. If by cheque, these should be sent in a Business Reply Paid envelope together with a lodgment form as provided by the Bank for this purpose. You should quote your Account number on the reverse of each cheque. Cheques should be made payable to "Ulster Bank Ireland Limited" or to the Account holder(s).
- 68.2 Credit interest is calculated on the day-to-day cleared balance at the applicable RSVP Anytime Account rate and will be credited to the Account annually in October. Interest will be paid after deduction of Deposit Interest Retention Tax at the applicable rate. Higher rate taxpayers may have to pay additional tax on interest payable on the Account. Non-taxpayers may register to receive the interest gross provided they comply with the relevant requirements of the Revenue Commissioners.

## 69 Withdrawals from the Account

- 69.1 The minimum withdrawal is €500. If the Account balance is less than €500, you may withdraw the full balance and any outstanding interest, however the Account will be closed. The Bank reserves the right to decline a withdrawal request of less than €500.
- 69.2 All withdrawals must be made against cleared funds. When you pay cheques into your Account, we have to clear them - in other words obtain payment from the bank/branch of the person or business who issued the cheque. The time taken to do this will depend on where the cheque was drawn and where it was paid in.
- 69.3 There is also a difference between a cheque being cleared for value which means the time taken for it to be treated as cleared funds, and the time taken for fate to be established which means the time taken to be certain that the cheque has in fact been paid by the bank/branch on which it was drawn.
- 69.4 Withdrawals can be obtained by cheque or paid into your nominated account. A cheque will only be made payable to the Account holder and sent to the Account holder's registered address. Withdrawals can also be made online or by telephone. If you wish funds to be paid into a specified account, you must enter the Sort Code and Account Number of the account to be credited in the space provided on the



withdrawal form. A Lodgment Slip relating to the Account which is to be credited must be forwarded with the Withdrawal form. Transfers should normally be credited to the specified account within 3 working days of receipt of the withdrawal instruction by Ulster Bank Anytime Banking. Care should be taken when entering the Sort Code and Account Number. The Bank will not accept liability where funds are transferred to an incorrect account because the wrong Sort Code and/or Account Number is entered.

69.5 There are no charges for operating your Account when the Account is operated in accordance with these Terms & Conditions.

## 70 Overdrawn Accounts

- 70.1 Account holders are not permitted to overdraw the Account. If there are insufficient cleared funds available on the Account to meet any withdrawal or transfer the Bank reserves the right to refuse such instruction and may return any debit(s) unpaid. Upon such breach the Bank shall also be entitled at its discretion and without restricting any other rights to convert the Account to an ordinary Current Account to which interest and charges will be applied in line with the Bank's practice for such accounts. Full details of interest and charges are set out in our booklet **Deposit Interest Rates**, available from any of our branches, as varied from time to time in accordance with Condition 7 in Section A above.
- 70.2 Where an Account is in joint names, each party to the Account shall be jointly and severally liable for any liability incurred.
- 70.3 Liabilities on overdrawn Accounts may be set-off against other accounts in the Account holder's name.

## 71 Direct Debits & Standing Orders

The Bank will not accept instructions for direct debits or standing orders to be paid from the Account.

## 72 Statements

Statements will be provided on a quarterly basis.

## 73 Postal Service

We will have no liability to an Account holder for items missing in the post or for postal delays. Cash must not be sent to RSVP Anytime Banking by post.

## 74 Variation

The Bank reserves the right to amend any of these Conditions in accordance with Condition 7 in Section A above.

## 75 General

We may refuse to carry out or allow any transaction on an Account if we are not satisfied of:  
the identity or authority of any person requesting the transaction;  
the lawfulness of the transaction; or  
whether the account conditions have been complied with.

Any correspondence should be sent to:

Ulster Bank RSVP Anytime, Customer Service Centre, Danesfort, Stranmillis Road,  
Belfast, BT9 5UB.

## 76 Our address for closing your RSVP Anytime Account

If you wish to close your Account you will be required to send a written instruction to:  
Ulster Bank RSVP Anytime, Customer Service Centre, Danesfort, Stranmillis Road,  
Belfast, BT9 5UB.

## D. Servicecard/Cashcard Conditions of Use

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

### **IMPORTANT NOTICE - Loss or Misuse of your Servicecard/Cashcard**

If the card is lost or stolen, or you suspect that someone knows the PIN, **you** must phone **us** on 1800 626 625 (if abroad 003531 702 5756) or contact your branch

## 1 General

**These Conditions of Use apply to both Servicecards and Cashcards except the Cheque Guarantee provisions in Condition 5.1 and 5.2 below which apply only to Servicecards.**

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

<b>'Account'</b>	Your Account with us to which transactions are debited.
<b>'additional card'</b>	A card we issue to another person (an additional cardholder) nominated by you.
<b>'card'</b>	Any card we provide for use on the Account.
<b>'Group'</b>	Means the Royal Bank of Scotland group of companies, of which we are a member.
<b>'PIN'</b>	The personal identification number you use with the card.
<b>'transaction'</b>	Any payment made or cash withdrawn by you using the card, or card number or PIN (except for cheques issued by you with payment guaranteed by use of the card number).
<b>'We', 'us', 'our'</b>	Ulster Bank Ireland Limited.
<b>'You', 'your'</b>	The person or persons in whose name(s) the Account is opened.

## 2 The card

- 2.1 Servicecards are only available to individuals aged 18 or over. Cashcards are only available to individuals aged 16 or over.
- 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.
- 2.3 You (and any additional cardholder) must not use the card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the card.
- 2.4 You (and any additional cardholder) must not use the card if to do so would overdraw the Account without our prior agreement, or would increase any borrowing on the Account to more than we have agreed.
- 2.5 We own the card and if we ask, you must return it to us immediately (cut in half through the signature box and magnetic strip, and if you have a chip card ensure the chip is cut in half). We, or anyone acting for us, may keep the card at any time. 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 The card may be used along with the PIN to obtain cash, up to the daily limit for your Account, from any cash dispensing machine which we advise will accept the card.
- 3.2 We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash dispensing machines, details of which will be advised to you from time to time) and may adjust it from time to time.
- 3.3 The card may be used to settle any purchase from retailers or suppliers of services who display the Laser, Maestro or Cirrus logo shown on the card or any other logo which we notify to you.
- 3.4 Transactions carried out using the card will normally be applied to the Account on the same day the transaction is carried out or on the next business day.
- 3.5 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.
- 3.6 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.
- 3.7 You will have to pay all amounts charged to the Account, if it is clear that you or any additional cardholder have authorised the transaction.
- 3.8 When we receive an acceptable refund voucher we will pay the amount of the refund to the Account.

## 4 Authorising payments

- 4.1 Where a retailer or supplier of services asks us for authorisation before accepting payment by the 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 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 the 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.

## 5 Cheque Guarantee

- 5.1 Provided you follow our cheque guarantee conditions (a copy of the current conditions can be obtained at any of our branches), you may use the card to guarantee payment of cheques drawn on the Account and on any of your other Accounts at the same branch, up to the amount of the cheque guarantee limit shown on it. You must use only one guaranteed cheque for any one transaction.
- 5.2 You cannot stop payment of a guaranteed cheque for any reason. We are permitted to debit a guaranteed cheque to the Account on which it is drawn even when there is something wrong with the cheque or your right to use the card is suspended or ended.

## 6 Charges

Charges will be payable for certain uses of the card as detailed in our separate charges tariff which is available from our branches and forms part of these Conditions of Use. These charges may be revised from time to time in accordance with the Terms and Conditions for your Account. You will be informed of any changes at least 30 days before they come into effect.

## 7 Joint Account

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

## 8 Liability

- 8.1 **If the card is lost or stolen, or you suspect that someone knows the PIN, you must carry out the instructions set out in the Important Notice at the beginning of these conditions.**
- 8.2 If the card is misused before you tell us of its loss or theft or that someone else

knows the PIN, you will only have to pay up to €63.49 for any misuse, unless you have acted fraudulently or without reasonable care.

- 8.3 If the card is misused by someone who has it with your permission you will have to pay for all transactions carried out with the card by that person.
- 8.4 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.
- 8.5 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. Return it to us immediately cut in half through the signature box and magnetic strip, and if you have a chip card ensure the chip is cut in half.
- 8.6 You will not be responsible for any loss arising from misuse of a card if it has not been received by you.
- 8.7 We will not be liable if any party refuses to let you pay or withdraw cash with the card.

## 9 Additional Cardholder

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

## 10 Giving out information

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

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

## 11 Ending your right to use the card

- 11.1 If we consider it appropriate we may suspend, withdraw or restrict the use of a card and PIN at anytime. We will tell you before we take this action, or as soon as possible afterwards.
- 11.2 If your use of the Account is ended or restricted, including us instructing you:
  - not to make any further withdrawals on the Account.
  - not to use the card to guarantee payment of cheques, without our agreement, you will not be entitled to use the card.
- 11.3 You may end your use of the card (and the use of the card by any additional

cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut in half down through the magnetic strip, and if you have a chip card ensure the chip is cut in half).

- 11.4 If your use of the card (or the use of the card by any additional cardholder) is ended, you remain responsible for all transactions carried out with the card.

## 12 Changes to Terms and Conditions

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

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

The following terms apply to any use by you of our telephone and online banking services ('the Service') if you have registered for them. 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.

The terms and conditions which relate to credit cards will not apply if the Service is not available for credit cards or if you do not hold an Ulster Bank credit card. Please ask at any branch for details.

### Definitions

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

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

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

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

### 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. Where a transaction on the Account is confirmed by use of the Security Details and the Service but you subsequently show it was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Terms and Conditions, and you have not acted fraudulently.
7. **If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you may be liable for unauthorised transactions on your Account confirmed by use of the Security Details.**
8. You will be responsible for all instructions received by us between the time you pass the security procedure until you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave the device you are using to access the Service unattended while you are still logged onto our website.
9. Telephone calls may be recorded for security and training purposes.

## Transactions

10. Banking instructions received for your current and savings accounts by 1.30pm on any working 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 the next banking day. Instructions received at any other time will be processed the next banking 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 30 days before they take effect and will also be available on the Ulster Bank website [[www.ulsterbank.com](http://www.ulsterbank.com)]

## **Availability of the Service**

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

## **Variation/Termination of the Service**

15. We reserve the right to change the Service from time to time and shall give you prior notice of any material changes.
16. We may, where we consider it appropriate for you or your protection, suspend, withdraw or restrict the use of the Service or any part of the Service. We will tell you as soon as practicable if we take such action. We may also end the Service or any part of the Service at any time by giving you reasonable notice.
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.

## **F. General Terms**

### **Your Information**

#### **Who we are**

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

#### **Your electronic information**

If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.



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

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- develop customer relationships, services and systems;
- prevent and detect crime.

Your information includes information about your transactions.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to other companies who provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including countries outside the European Economic Area. If we do this we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

If you would like a copy of the information we hold about you, please contact a branch for an Application Form. A fee may be payable.

If you wish to update your information, please contact your branch.

## **i** Credit reference and fraud prevention agencies

A link between you and anyone with whom you have a joint account or similar financial association will be recorded at credit reference agencies, creating a 'financial association'. All parties' information will be taken into account in future applications until one of you successfully files a 'notice of disassociation' at the credit reference agencies.

We may make periodic searches of and provide information (including how you manage your account and any arrears) to, credit reference agencies, fraud prevention agencies and the Group to manage and take decisions about your account. Such information may be used by other credit providers to take decisions about you and your financial associates.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact your branch. The agencies may charge a fee.

## Other General Terms

- If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters.

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

Ulster Bank Ireland Limited. Registered in Ireland. Registration Number 25766. Registered Office: Ulster Bank Group Centre, George's Quay, Dublin 2.

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

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

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



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

This brochure is also available in Braille, large print, audio or on disk.

Please contact your local branch for details or Textphone 1800 924 615.

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

Ulster Bank Ireland Limited is regulated by the Financial Regulator.

Calls may be recorded.

ULST 1858 RI Aug 2006