

# General Conditions

 **Ulster Bank**

**The General Conditions and Charges Tariff should be read with the terms which, together, form your card Agreement.**

## **General Conditions**

### **1 Cards**

- (a) We will issue a card and **PIN** (personal identification number) to you and open an account. You may request the issue of cards and PIN(s) to others but we may decide not to issue them or to limit the number issued.
- (b) You (and any additional cardholder) must:
- Sign the card when received and follow any activation procedures.
  - Keep each card secure and not allow any other person to use it.
  - Memorise the PIN.
  - Keep passwords and PINs secret and take all reasonable precautions to prevent them becoming known to another person and prevent their fraudulent use.
- (c) You (and any additional cardholder) must not:
- Exceed your Credit Limit or Advance Limit.
  - Use a card after it has expired or been cancelled.
  - Use a card for illegal purposes.
- (d) We may issue a different card type from the one you applied for and your account number will change.

### **2 Card transactions**

- (a) You (and any additional cardholder) may carry out transactions with the card or card number, after we have opened the account, by following any procedures required and you must pay all amounts charged to the account.
- (b) Any transaction in a foreign currency will be converted to sterling at either our own exchange rate or a rate provided by Visa, MasterCard or any other card scheme, at the date of application to the account. The number to call for information on exchange rates is at the end of these General Conditions.
- (c) You and any additional cardholder you have authorised may make Money Transfers and Balance Transfers. If incorrect details are provided for a Money Transfer or Balance Transfer it may not be completed or payment may go to the wrong account. We will make reasonable efforts to recover the payment and may charge you our reasonable costs.
- (d) A transaction is authorised where you (or an additional cardholder):
- follow the procedures required by the merchant, which may include:
    - entering the PIN or providing any other security code;
    - signing a sales voucher;
    - providing any details requested;
    - using a card reader.
  - use a card and PIN to obtain an Advance at a machine or bank counter.
  - provide the card details to us to request a Balance Transfer, Advance or Money Transfer.
  - orally or in writing consent to the transaction after it has taken place.

Authorisation can cover single transactions or Recurring Transactions, or a future transaction of a certain or uncertain amount.

**Recurring Transactions** are regular payments (including for an indefinite period) that you (or an additional cardholder) authorise a third party to collect from your account. Recurring Transactions are not covered by the Direct Debit Guarantee.

- (e) We may refuse a transaction if:
- we suspect the card has been lost or stolen;
  - you have broken this Agreement;
  - you would go over your Credit or Advance Limit (taking account of any amounts yet to be applied).

If we refuse a transaction, we will, if possible, give you the reason for the refusal and you may be able to correct any information which led to it. You can obtain this information about the refusal by calling the number provided at the end of these General Conditions. We may also tell you orally or in writing.

- (f) Generally, once authorised, a transaction cannot be stopped, although we may be able to stop it if we receive satisfactory evidence that it has been cancelled.
- (g) If you have received unsatisfactory goods or services paid for with your card and costing over £100, but not more than £30,000, you may have a claim against us as well as the merchant under section 75 of the Consumer Credit Act 1974.
- (h) We do not guarantee that a card or card details will be accepted. We are not liable if any merchant or machine fails to let you (or an additional cardholder) pay or withdraw cash or we cannot provide any part of our service for a reason beyond our control.

### **3 Statements**

Monthly statements will be issued to provide you with details of payments and all amounts charged to your account since your previous statement.

### **4 Charges and tax**

- (a) You must pay the charges set out in the Charges Tariff, together with any tax, duty or other charge required to be paid to any authority, which will be applied to your account.
- (b) You must pay any reasonable costs we incur in enforcing payment, after as well as before any court order, including the cost of finding you if you change your address but do not tell us.

### **5 Calculation of interest**

- (a) Interest is charged on Purchases, Advances, Money Transfers and Balance Transfers from the date the transaction is applied to the account.
- (b) Interest on fees and charges accrues at the Purchases rate and is charged from application. Default Charge interest will not be charged before expiry of any deferral period required by law.
- (c) Interest on interest accrues at the same rate as the category of transaction, fee or charge on which interest is charged, from the date that interest is applied. We do not charge interest on interest for Default Charges.
- (d) Interest is calculated at the Monthly Rate on the average daily balance since the previous statement date and is payable on any sum from the payment due date until received by us, both before and after any court order.
- (e) Your statement will show a balance and a payment date. If you pay the full balance **and** also paid the full balance on the previous month's statement by the relevant payment dates, you will not have to pay interest on Purchases. Interest is applied to your account on the statement date but, when necessary, an adjustment (to include interest on Purchases) will be made on the next statement.

### **6 Payments**

- (a) Payments to the account will not reduce the balance until the payment is cleared. Your statement includes information about clearance periods.
- (b) We apply any payment to overdue amounts from previous statements before reducing the Minimum Payment. Balances will also be reduced according to their interest rates with the highest paid first. Payments in excess of the statement balance will be applied in the same way to reduce amounts charged to your account but not yet shown on any statement. If parts of the balance have the same interest rate, items on which interest is charged on interest will reduce first.
- (c) Where balances have the same special offer interest rate, they will be reduced according to their special offer expiry dates, with the earlier paid first.
- (d) We may give notice allowing you not to make a Minimum Payment. If so, interest will still accrue.

### **7 Lost or stolen cards**

- (a) If a card is lost or stolen, or you suspect that someone knows the PIN or password, or that a card or its details were used without your agreement, you must tell us immediately. The address and telephone numbers are at the end of these General Conditions.

- (b) If a card is misused before you report its loss or theft, or that someone else knows the PIN or password, you will only have to pay up to £25 for any misuse and you will not be liable for a fraudulent transaction carried out by someone using the card details on the internet, by telephone or mail order.  
But if the card is misused by someone who has it with your permission, you will have to pay for all transactions. Once you have given notice of loss, theft or possible misuse, we will cancel the card and you will not be liable for any further transactions. If you then find the card you must not use it. To prevent fraud, cut it in half through the signature box, magnetic strip and chip.
- (c) We may give any appropriate third party information:
- in connection with the use, loss, or theft of the card, and/or the PIN or password; or
  - in order to meet our obligations as a member of the relevant card scheme.

## **8 Ending or restricting use of a card or account and ending the Agreement**

- (a) If we have a good reason, including if:
- you break this Agreement;
  - there is suspected fraud;
  - there is a change in how you operate your account or your financial circumstances giving us reasonable grounds to believe you may have difficulty meeting your commitments;
- we may suspend, restrict or withdraw the use of the card or account and/or reduce the Credit Limit and Advance Limit at any time. Any merchant or machine may then retain the card. You will be told before this action is taken, or as soon as possible afterwards. You may request restoration of a card and/or the account by calling the number at the end of these General Conditions.
- (b) As part of our fraud prevention policy, we may restrict overpayments to your account that are in excess of your balance.
- (c) This Agreement has no minimum duration but you may end it by giving notice and paying all sums owed and any interest, fees and charges to the date of payment. We will refund a proportionate part of any annual fee. To prevent fraud, cut all cards in half through the signature box, magnetic strip and chip.
- (d) We may end the Agreement at any time after giving you written notice, which in normal circumstances will not be less than two months. When this happens we may give information about you and the account to credit reference agencies.
- (e) When the Agreement ends we will continue to apply interest and charges until you have paid everything you owe under the Agreement.
- (f) We may take immediate steps to recover all amounts due on your death or bankruptcy or if you break this Agreement. Such steps will include serving any notice or obtaining a court order if required by law.
- (g) We own any cards issued by us and, if we ask, you must return a cancelled card.

## **9 Changes to the Agreement**

- (a) We may make changes at any time to any interest rate, the Charges Tariff (including introducing new fees or charges) or to any of the terms of this Agreement to:
- reflect changes in market conditions, including:
    - fraud prevention requirements;
    - changes in technology;
    - changes in payment methods;
    - regulatory requirements; and
    - the cost of funds;
  - ensure good banking practice;
  - ensure that we are prudent and remain competitive;
  - maintain or improve services;
  - reflect costs we incur;
  - reflect our credit assessment of you;
  - maintain or improve our systems;
  - rectify a mistake;

- reflect or anticipate changes in the law; and
  - reflect that you are no longer eligible for any concessionary arrangement.
- (b) If you ask for an increase in your Credit Limit and we agree, the change will take effect once you have received notice of it. For any other change, we will usually give you at least 30 days' written notice before the change is made.
- (c) We may change or withdraw any benefits or services associated with the card on giving you at least 30 days' notice.
- (d) If you give us notice to close your account within 60 days from the date of a notice of an interest rate increase, the increase will not apply.
- (e) If your name, address, telephone number(s) or email address change, you must tell us. If you telephone to inform us of the change, you may be asked to confirm in writing.

## 10 Disclosure of information and transferring debts

We may give to anyone any information about you or this Agreement in connection with any proposed transfer of, or financial arrangement by reference to, this Agreement. We may allow any person to take over any of our rights and duties under this Agreement. References to us in this Agreement include our successors.

## 11 Waiver

If we waive any of our rights, it does not mean that we will again waive that right in future.

## 12 Governing law and regulatory information

- (a) The law of Northern Ireland applies to this Agreement.
- (b) We have a complaints handling procedure you can use to resolve any issues. For more information about this procedure you can get a leaflet from any branch or by telephone. You also have the right to complain to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800.
- (c) The Office of Fair Trading of Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX is the supervisory authority under the Consumer Credit Act 1974.

## 13 Your information

### Who we are

- (a) Your account is with Ulster Bank Limited.
- (b) 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 0131 556 8555 or Minicom 0845 900 5960.

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

- (c) Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.
- (d) We may use and share your information with other members of the Group to help us and them:
- assess financial and insurance risks;
  - recover debt;
  - prevent and detect crime;
  - understand our customers' requirements;
  - develop and test products and services.
- (e) We do not disclose your information to anyone outside the Group except:
- where we have your permission; or
  - where we are required or permitted to do so by law; or
  - to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
  - where we may transfer rights and obligations under this agreement.
- (f) We may disclose your information to government entities or regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions.

- (g) We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- (h) 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.
- (i) If you would like a copy of the information we hold about you, please write to: Ulster Bank Cards, PO Box 244, Belfast BT2 7AY. A fee may be payable.

**🔍 Credit reference agencies**

- (j) We may make periodic searches at credit reference agencies and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

**🔍 Fraud prevention agencies**

- (k) If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
  - checking applications for, and managing credit or other facilities and recovering debt;
  - checking insurance proposals and claims;
  - checking details of job applicants and employees.
 We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.
- (l) We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact: Ulster Bank Cards, PO Box 244, Belfast BT2 7AY. The agencies may charge a fee.

**Contact Details**

**To notify a lost or stolen card or suspected misuse**

**Phone:** 0870 600 0459 (24 hours)  
 Or from abroad: +44 1423 700545  
 Minicom: 0870 154 1192

Or **Write to:** Ulster Bank Limited  
 Card Loss Centre  
 PO Box 244, Belfast BT2 7AY.

**General enquiries:**

**0845 300 4642 for Classic/Student cardholders**

**0845 300 4643 for Gold cardholders**

**0845 301 7628 for World cardholders**

You can call this number to:

- Request a Credit Limit increase
- Get information on exchange rates
- Request your card or account is restored
- Tell us about a change to your contact details (you may be asked to confirm in writing)
- Request information about a refused transaction

**Automated service: 0870 010 3356**

You can call this number to reduce your Credit Limit\*

\*You can also do this by calling the general enquiries number

## Charges Tariff:

### Default Charges

- If the account is over the Credit Limit at any time during a statement period: £12
- If you fail to pay the Minimum Payment on time: £12

### Other Charges

|   |                |
|---|----------------|
| Advances:   | 3%, minimum £3 |
| Transactions in foreign currencies:                     | 2.75%          |
| If a cheque payable to us or a direct debit is not paid | £10            |

**IMPORTANT INFORMATION**

Over 18s only.

Information is correct as at 9 January 2012.

For more information call  
into any Ulster Bank branch

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

This brochure is also available in Braille, large print, audio or on disk. Please contact your local branch for details or Minicom 0870 154 1192.

Ulster Bank subscribes to the Lending Code. The Code can be found at [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

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