

# Personal banking – terms and conditions



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## Customers with Disabilities

We offer a range of services that may assist you with your day-to-day banking requirements – such as literature available in Braille, large print and on audiotape. For more information just visit [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk) or call us on 0845 6033 738 (Textphone 0800 015 4422).

## Personal Banking Terms and Conditions

### Introduction

- (i) These Terms and Conditions (the “Conditions”) form part of the contract between you and us, Ulster Bank Limited (“Ulster Bank”). The contract also includes the terms about interest rates and charges in our brochure A guide to personal accounts fees and interest.
- (ii) These Conditions are divided into General Conditions and Account Specific Conditions. The General Conditions apply to all accounts and services we offer to personal customers. The Account Specific Conditions apply to particular accounts.
- (iii) If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will apply (except for General Conditions 2.2 and 10.4).
- (iv) The laws of Northern Ireland apply to the contract between you and us. The law which we take as the basis for establishing relations with you prior to the conclusion of the contract is the law of Northern Ireland. The courts of Northern Ireland shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by other means.
- (v) We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.
- (vi) You should read these Conditions carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these Conditions (and any other documents which form part of the contract between you and us) if you ask us. These Conditions are also available on our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk) and at our branches.
- (vii) Our brochure A guide to our personal accounts sets out some important practical information on how to use your account effectively and safely.
- (viii) In these Conditions and in our brochures A guide to personal accounts fees and interest and A guide to our personal accounts we use the term “business day” to refer to any day from Monday to Friday (inclusive) which is not a bank holiday in Northern Ireland.
- (ix) References in these Conditions to our leaflet A guide to personal accounts fees and interest are references to this leaflet as amended from time to time. We may change the terms about interest rates and charges in this leaflet by exercising our powers under General Condition 10.
- (x) All of the accounts that we offer to personal and private customers are categorised in the Contents section of these Conditions and in the Account Specific Conditions as either “Payment Accounts” or “Non-payment Accounts”. Unless a General Condition says otherwise, it applies to both Payment Accounts and Non-payment Accounts.

## General Conditions

### Section A: Conditions of General Application

#### 1 YOUR INFORMATION

##### 1.1 Who we are

- 1.1.1 Your account is with Ulster Bank Limited.
- 1.1.2 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 Textphone 0845 900 5960.

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

- 1.2.1 Your information comprises all the details we hold about you and your transactions, and includes information obtained from third parties.
- 1.2.2 We may use and share your information with other members of the Group to help us and them:
- (a) assess financial and insurance risks;
  - (b) recover debt;
  - (c) prevent and detect crime;
  - (d) understand our customers' requirements;
  - (e) develop and test products and services.
- 1.2.3 We do not disclose your information to anyone outside the Group except:
- (a) where we have your permission; or
  - (b) where we are required or permitted to do so by law; or
  - (c) to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or
  - (d) where we may transfer rights and obligations under this agreement.
- 1.2.4 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.
- 1.2.5 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 will notify you personally. If you do not object to the change within 60 days, you consent to that change.
- 1.2.6 If you would like a copy of the information we hold about you, please write to:  
The Data Protection Manager, Group Regulatory Risk, Ulster Bank Limited,  
11-16 Donegall Square East, Belfast BT1 5UB. A fee may be payable.

## 1.3 Credit reference agencies

- 1.3.1 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. This information may also be used for tracing purposes.

## 1.4 Fraud prevention agencies

- 1.4.1 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.
- 1.4.2 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- (a) checking applications for, and managing credit or other facilities and recovering debt;
  - (b) checking insurance proposals and claims;
  - (c) checking details of job applicants and employees.
- 1.4.3 We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

## **1.5 Agencies**

- 1.5.1 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 any branch. The agencies may charge a fee.

## **2 OPENING AN ACCOUNT**

### **2.1 Availability**

- 2.1.1 Accounts are available only to individuals. Accounts must not be used for business purposes.

### **2.2 Cooling off**

- 2.2.1 You have a period of 14 days within which to cancel your account (unless you have an account, such as a bond, whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period).
- 2.2.2 The cancellation period mentioned in General Condition 2.2.1 begins on the later of the following two dates:
- (a) the date your account is opened; and
  - (b) the first date on which you have received copies of:
    - these Conditions; and
    - A guide to personal accounts fees and interest; and
    - A guide to our personal accounts; and
    - any other documents containing contractual terms relating to your account.
- 2.2.3 To cancel your account, you must send a written notice to the branch where your account is kept, or (if you have an account which is not a branch based account) to the address specified in the applicable Account Specific Condition.
- 2.2.4 If you cancel your account, we will return all the money in your account to you and any interest it has earned, and we will not impose any extra charges. If, at your request, we have supplied you with any services before you cancel your account, you will have to pay our charges for supplying those services.
- 2.2.5 If you do not cancel your account, you will remain bound by the terms of your contract with us until your account is closed.
- 2.2.6 Your rights under General Condition 2.2 will not be affected by any Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

## **3 GIVING US INSTRUCTIONS**

### **3.1 Instructions**

- 3.1.1 You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your account.
- 3.1.2 Your instructions can be given to us in writing (which must include your signature(s)), by cash machine, by telephone, online or by any other means we tell you are available.
- 3.1.3 Where your instructions are not in writing, we are entitled to accept and act on them if they have been confirmed by use of the security procedures which we notify you of from time to time.
- 3.1.4 Where you give us instructions by telephone or by accessing our website, you should authenticate the transaction using the security procedures mentioned in General Condition 12.3.
- 3.1.5 In some cases, such as a Direct Debit, you may authorise another person to instruct us to debit money from your account. When this happens, we will treat each instruction from the other person as having been authorised by you.
- 3.1.6 We may refuse to act on your instructions if:
- (a) we reasonably believe that you did not give us the instruction; or

- (b) we reasonably suspect fraudulent activity; or
- (c) your instructions are unclear, incomplete or not in the required form; or
- (d) we might act contrary to a law, regulation, code or other duty which applies to us; or
- (e) it would cause you to exceed any limit or restriction which applies to your account (such as a daily cash withdrawal limit from cash machines); or
- (f) we have any other valid reason for not acting on your instructions.

If we refuse to make a payment we will notify you by either letter, telephone, text message or any other form of communication we agree, and if possible, give our reasons for doing so. You can obtain information about the refusal and, where appropriate, our reason for refusing the payment, along with information on how to correct any errors that led to the refusal, by contacting one of our branches in person or using telephone banking (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

- 3.17 All payment instructions will be transacted in Sterling unless we specifically agree otherwise.
- 3.18 In General Condition 5.5, we agree to make payments within timescales that relate to when we receive your payment instructions. The time of receipt will be the time we receive your payment instructions rather than the time you send them. The Faster Payments Service permits us to receive and process payment instructions almost immediately. Further information on the Faster Payments Service is contained in our leaflet *A guide to our personal accounts*. The following provisions do not apply to the Faster Payments Service:
  - (a) payment instructions given on a non-business day will be treated as received on the next business day;
  - (b) payment instructions received after 3.30pm on a business day will be treated as received on the next business day or as otherwise notified; and
  - (c) instructions for a future dated payment will be treated as received on the day agreed for payment. Where this is not a business day, it will be treated as received on the next business day.

Where we refuse to make a payment in accordance with your payment instructions, we will treat the instructions as if they had not been received for the purposes of calculating payment timescales.

## 3.2 Joint Accounts

- 3.2.1 If you have a joint account, we will (unless and until instructed otherwise under General Condition 3.2.2) accept instructions from any one of you. This means that any one of you can withdraw the full balance in your account.
- 3.2.2 Any one of you may instruct us that we may only accept instructions from all of you acting together. If this happens:
  - (a) we will only act on your instructions if they are in writing and signed by all of you; and
  - (b) you will be unable to use our internet and telephone banking services, which depend on us being able to accept instructions from any one of you.
- 3.2.3 If one of you dies, we will accept instructions from the survivor(s), into whose name(s) the account will pass.

## 3.3 Protecting Your Account

- 3.3.1 In order to protect your account against misuse, you must:
  - (a) keep your PIN and your other security details secret; and
  - (b) tell us immediately if you think someone else may know any of your security details or if you suspect unauthorised use of your account; and

- (c) act with reasonable care, including taking reasonable steps to prevent unauthorised use of your security details; and
  - (d) not act fraudulently; and
  - (e) follow the security procedures described in General Conditions 12.3 and 12.4 if you operate your account by telephone or by accessing our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk); and
  - (f) take the steps described in General Condition 14.2 if you have a serviceCARD, debitCARD or cashCARD.
- 3.3.2 You will be responsible for all losses caused by:
- (a) any fraudulent activity on your part; and
  - (b) any person acting with your authority.
- General Condition 8.1 sets out in greater detail your responsibilities for losses caused by your failure to protect your account.
- 3.3.3 General Conditions 12.3 and 12.4 set out your responsibility for losses caused by your failure to follow the security procedures for operating your account by telephone or by accessing our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk).
- 3.3.4 General Condition 14.10 sets out your responsibility for losses caused by the misuse of serviceCARDS, debitCARDS or cashCARDS.

## 4 PAYMENTS INTO YOUR ACCOUNT

### 4.1 Cash and electronic funds

- 4.1.1 The following terms apply if cash is paid into your account:
- (a) if the cash is paid in over the counter in one of our branches, the money will be added to your balance and credited to your account for interest purposes immediately; or
  - (b) if the cash is paid into one of our quick deposit facilities, the money will be added to your balance and credited to your account for interest purposes on the next business day.
- 4.1.2 Where we receive electronic transfers into your account the funds will be credited to your account and made available to you as soon as we receive them.

### 4.2 Cheques

- 4.2.1 The following terms apply when a UK Sterling cheque, which is issued by and deposited with us or another UK bank, is paid into your account:
- (a) If the cheque is paid in over the counter at the branch where you have your account, the money will be added to your balance by the next business day. In any other case, the money will be added to your balance by the next business day following the day on which we receive it or (if we receive it on a day which is not a business day) by the second business day after the day we receive it.
  - (b) The money will be credited to your account for interest purposes no later than two business days after it is added to your balance.
  - (c) The money will be available for you to use no later than four business days after it is added to your balance.
  - (d) If the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for nonpayment. We will deduct the amount of the cheque from your balance no later than the end of the sixth business day after it was added to your balance. After that, we will not deduct the amount of your cheque from your balance unless you give your consent to our doing so or you were knowingly involved in a fraud concerning the cheque.
- 4.2.2 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the time periods set out in General Condition 4.2.1.

- 4.2.3 For foreign currency cheques or cheques which are not issued by or deposited with a UK bank different cheque clearing procedures and longer time periods may apply than those stated in General Condition 4.2.1.
- 4.2.4 Paying cheques into your account will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us.

### **4.3 Interest**

- 4.3.1 We will pay interest on the daily cleared credit balance in your account unless the Account Specific Conditions for your account provide otherwise. Interest will be calculated and paid in the manner and at the rates set out in our interest rate brochures, which can be obtained from any branch (for branch based accounts). You can also call 0845 6033 738, look on our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk) or ask our branch staff.
- 4.3.2 Our interest rate brochures include A guide to personal accounts fees and interest.
- 4.3.3 We will comply with any rules made by the Financial Services Authority which require us to notify you of the interest rate applicable to your account.

### **4.4 Refusal of payments into your account**

- 4.4.1 If we have a valid reason, we may refuse to accept a payment into your account.

## **5 PAYMENTS OUT OF YOUR ACCOUNT**

### **5.1 Withdrawals and other transactions**

- 5.1.1 If there are sufficient cleared funds in your account, you may carry out transactions on your account and withdraw money at any time. For your protection, there is a daily limit on the amount of cash you can withdraw using your card at a cash machine.
- 5.1.2 You may ask us to check the status of any payment you have instructed us to make and we will notify you of the outcome. This may involve us relying on another bank, building society or organisation involved in processing or receiving the payment for information.

### **5.2 Cheques**

- 5.2.1 When you pay a cheque out of your account, we may decide not to pay it if:
  - (a) there is not enough money in your account, or payment of the cheque would cause your account to exceed any arranged overdraft limit; or
  - (b) the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
  - (c) we have reasonable grounds to suspect fraudulent activity.
- 5.2.2 We will only pay a cheque if it has been written by filling in one of the cheque forms we have supplied to you.

### **5.3 Cancellation**

- 5.3.1 If you want us to stop a cheque, or cancel a Standing Order, Direct Debit or future dated payment instruction on your account, you should advise your branch (or such other person(s) as we tell you) in writing, or by telephone (followed by written confirmation). You will not be able to stop a cheque or cancel a Standing Order, Direct Debit or future dated payment if you do not advise us before we are committed to pay the cheque or make the payment from your account. You must include the following details:
  - (a) cheque – cheque number and date, your account number, amount and name of payee;
  - (b) Standing Order – name of recipient, amount and frequency;
  - (c) Direct Debit – name of recipient, amount and frequency; and
  - (d) future dated payment – name of recipient, amount and due date for payment.
- 5.3.2 You cannot stop a cheque that has been guaranteed by your card.

## 5.4 Services and charges

5.4.1 We may impose:

- (a) charges for the operation of your account, including overdraft charges, interest and unpaid item charges; and
- (b) other charges relating to your account or to the supply of services requested by you.

5.4.2 Our current charges for the operation of your account and the other charges we most frequently impose are set out in our brochure A guide to personal accounts fees and interest. You can also find out about our charges by telephone, on our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk), or by asking our staff. We will tell you about the charges for any service not covered by the brochure before we provide the service and at any time you ask.

5.4.3 There may be other costs (such as taxes) imposed by third parties on your account. We may debit from your account the amount (if any) of any tax, duty or other charge levied on your account by any competent authority in connection with your account and which we may pay to such authority on your behalf.

## 5.5 Timescales for making payments

5.5.1 (a) Where you instruct us to make a payment using the Faster Payments Service, the payment will normally be credited to the payee's account almost immediately (but may sometimes take up to 2 hours), providing the payment amount is within the Faster Payments set limits. Further information on the Faster Payments Service can be found in our brochure A guide to our personal accounts.

(b) For other payments, where you instruct us to make a payment in sterling or in euro, we will credit the institution which holds the payee's account:

- by the end of the third business day following the one on which we receive your payment instructions (within the meaning of General Condition 3.1.8); or
- for paper-based instructions, by the end of the fourth business day following receipt of your instructions.

(c) For payments involving denominations other than Sterling or Euro to accounts held within the European Economic Area (EEA), we will credit the institution which holds the payee's account by the end of the fourth business day following receipt of your payment instructions.

(d) For payments outside the EEA, different payment timescales will apply.

5.5.2 Where you instruct us to perform a currency conversion between Euro and Sterling, we will credit the institution which holds the payee's account by the end of the third business day following the one on which we receive your payment instructions provided that:

- (a) the payee's account is held within the UK; or
- (b) in the case of a cross-border payment, the cross-border transfer takes place in Euro.

For other currency conversions, different execution times will apply.

## 6 OVERDRAFTS AND UNPAID ITEMS

### 6.1 Availability

6.1.1 Unless indicated otherwise in the Account Specific Conditions for your account, arranged overdrafts are available on request if you are aged 18 or over and you satisfy our criteria.

6.1.2 We may change your overdraft limit by giving you personal notice of the new limit. If we are reducing the limit:

- (a) we will normally give you not less than 30 days' notice of the reduction; but
- (b) our notice may provide for the reduction to come into effect immediately if, as a result of the way you operate your account or of your financial

circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

## **6.2 Security**

6.2.1 When we arrange an overdraft limit, we will provide you with details of any existing security we hold for the overdraft and any new security we require.

6.2.2 We will not be obliged to make the overdraft available until any security we require has been completed to our satisfaction. We will require all security to be granted in our preferred form.

## **6.3 Unarranged overdrafts and unpaid items**

6.3.1 If you issue instructions for a withdrawal or other payment which would result in:

(a) your account becoming overdrawn, or further overdrawn, without prior arrangement; or

(b) your overdraft limit being exceeded, we will treat your instructions as an informal request for an unarranged overdraft. General Conditions 6.3.2 to 6.3.4 describe how we process your request and the charges we make when we do so.

6.3.2 If we decide we are willing to accept your request, we will make a charge known as a Paid Referral Fee.

6.3.3 If we decide we are not willing to accept your request, but nonetheless accept it because we find that you have guaranteed payment by the use of a cheque guarantee card or debit card, we will make a charge known as a Guaranteed Card Payment Fee.

6.3.4 If we reject your request, we will make a charge known as an Unpaid Item Fee.

6.3.5 Where you have an unarranged overdraft, in addition to any charge imposed under General Conditions 6.3.2 to 6.3.4, we will:

(a) apply a monthly charge known as a Maintenance Charge; and

(b) charge interest (known as debit interest) on the unarranged overdraft at a rate which is higher than the rate we charge on arranged overdrafts.

6.3.6 You will find details of the interest and charges mentioned in this General Condition 6.3 in A guide to personal accounts fees and interest.

6.3.7 If we allow an overdraft to be created or your arranged overdraft limit to be exceeded, this will not mean that your overdraft limit has been changed, nor that we are bound to make any other payment which would have the same effect.

6.3.8 We may cancel any standing order or Direct Debit on your account if it is unpaid on more than one occasion and we reasonably think that the cleared balance (plus any unused arranged overdraft facility) on your account is unlikely to be sufficient to meet future payments under the standing order or Direct Debit.

## **6.4 Calculating your overdraft**

6.4.1 To determine whether your instructions would result in an unarranged overdraft, we will look at the cleared balance (plus any unused arranged overdraft facility) on your account at our close of business on the business day before we receive the instructions to withdraw the funds.

6.4.2 We may disregard any credits which have not cleared when we calculate the amount of your overdraft outstanding (and any interest payable). If we make a payment against credits which have not cleared, this does not mean that we are bound to do so at other times.

## **6.5 Repayment and termination of your overdraft**

6.5.1 We will always tell you if we intend to place any restrictions on your ability to make withdrawals under an overdraft facility.

6.5.2 If we have a valid reason for doing so, we may give you personal notice withdrawing your right to overdraw your account, or demanding repayment of your overdraft, or both. Our notice will normally take effect after a period of not less than 30 days, but it may take effect immediately if:

- (a) you have broken any term of the contract between you and us; or
- (b) we have reasonable grounds to suspect fraudulent activity; or
- (c) as a result of the way you operate your account or of your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments.

If we demand repayment of your overdraft, you must immediately stop making withdrawals or payments of any kind on your account and must repay the full amount of your overdraft as soon as our notice takes effect.

- 6.5.3 You may terminate your overdraft facility at any time by telling us in writing. If you do this you must repay any overdraft immediately.

## **6.6 Interest, fees, charges and other costs**

- 6.6.1 We will provide you with at least 21 days notice of an arrangement or renewal fee for an arranged overdraft before we debit the amount from your account.
- 6.6.2 Interest and charges relating to overdrafts (whether arranged in advance or not) will be payable and will be calculated and charged in the manner and at the rates set out in our brochure A guide to personal accounts fees and interest and in any overdraft confirmation letter. Interest will be calculated on the daily cleared overdrawn balance on your account (both before and after any judgment for payment).
- 6.6.3 You will also be responsible for paying any costs reasonably incurred by us in connection with your overdraft. These will include (but will not be limited to) costs of:
- (a) communicating with you; and
  - (b) preserving, taking, enforcing and/or realising any security; and
  - (c) taking steps, including court action, to obtain payment.
- 6.6.4 We may debit your account with any interest, fees, charges or other costs, even if this results in or increases an unarranged overdraft. If an unarranged overdraft arises in this way, we will not charge a Paid Referral Fee under General Condition 6.3.2 but we may apply charges and interest under General Condition 6.3.5.
- 6.6.5 We will not charge interest under General Condition 6.3.5(b) or 6.6.2 on any part of an overdrawn balance which represents:
- (a) any sum (apart from interest) which is payable by you in connection with a breach of your obligations under your agreement with us; or
  - (b) a Maintenance Charge, Paid Referral Fee, Guaranteed Card Payment Fee or Unpaid Item Fee.
- 6.6.6 If your account is overdrawn, any money credited to it will be applied in the following order:
- (a) in repaying or reducing any part of the overdraft which represents a sum mentioned in General Condition 6.6.5;
  - (b) in repaying or reducing the rest of the overdraft.

## **6.7 Conditions for your overdraft**

- 6.7.1 The conditions of an overdraft will not be affected in any way by the account on which we have made the overdraft available being:
- (a) allocated another account number by us; or
  - (b) transferred to another of our branches, offices or departments.

# **7 CLOSING OR CONVERTING YOUR ACCOUNT**

## **7.1 Closure by us**

- 7.1.1 We can close your account immediately if:
- (a) we reasonably suspect that you have given us false information; or
  - (b) we reasonably suspect that your account is being used for an illegal purpose; or
  - (c) you behave in a threatening or violent manner towards our staff; or

(d) you were not entitled to open your account.

7.1.2 We can also close your account by giving you notice as set out below:

- (a) where your account is a Payment Account, we will give you not less than 60 days' prior notice; or
- (b) where your account is a Non-payment Account, other than an account of fixed duration (such as a bond), we will give you not less than 60 days' prior notice or such period of notice as you would have to give us in order to close your account (or to close it without paying a charge or suffering a loss of interest), whichever is longer.

7.1.3 If you have an account of fixed duration (such as a bond), we can only close your account under General Condition 7.1.1.

## 7.2 Closure by you

7.2.1 You can close your account at any time for any reason without charge, and we will forward any existing credit balance on your account to you, provided that:

- (a) you inform us in writing that you wish to close your account; and
- (b) you return all (unused) cheques and cards issued on your account with any cards cut once through the magnetic strip and once through the chip; and
- (c) you repay any money you owe to us, including the amount of any cheques, card transactions or other payment instructions you have made and any charges or interest incurred which we have not taken out of your account; and
- (d) the Account Specific Conditions for your account permit you to do so; and
- (e) you inform all third parties with whom you have arranged Direct Debits and standing orders of the closure of your account.

## 7.3 Conversion by us

7.3.1 If your account is a current account, you agree that we may convert it to another current account in our range of accounts. We will only do this if:

- (a) we have a valid reason for converting your account; and
- (b) we notify you personally not less than 60 days before we convert it.

We will convert your account after the expiry of our notice unless in the meantime you have informed us in writing that you wish to close your existing account under General Condition 7.2.1. For a period of 30 days from the date on which we convert your account, you may close the account (or switch to any other account which we are willing to provide to you) without loss of interest or any additional charges.

# 8 LIABILITY

## 8.1 Your liability

8.1.1 You are responsible for payment of any debt that arises on your account. This condition sets out your liability to us. For debit cards and ATM cards please also see General Condition 14.10.

8.1.2 If you have a joint account, you will each be responsible for any money owing on your account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended.

8.1.3 Except where General Condition 8.1.4 applies, you will be liable up to a maximum of £50 for any losses incurred in respect of unauthorised payments from your account arising:

- (a) from the use of a lost or stolen card or security details; or
- (b) where you have failed to keep your security details safe.

8.1.4 The £50 limit in General Condition 8.1.3 does not apply to:

- (a) losses where you have acted fraudulently; or

- (b) losses relating to a credit balance where you have failed, intentionally or with gross negligence, to comply with any term of our agreement with you relating to the issue or use of a card or security details (including the terms set out in General Condition 3.3.1); or
  - (c) losses arising from the creation or misuse of an overdraft on your account caused by the misuse of your card by someone who obtained it with your consent; or
  - (d) losses where you have authorised another person to use your account.
- 8.1.5 Unless you have acted fraudulently, you will not be liable under General Condition 8.1.3 or, where applicable, General Condition 8.1.4, for any losses arising from the unauthorised use of a card or security details:
- (a) after you have notified us in accordance with General Condition 3.3.1(b); or
  - (b) where we have not, at any time, provided you with the appropriate means to notify us in accordance with General Condition 3.3.1(b); or
  - (c) where they have been used to make a payment for goods or services (except for financial services contracts) where the user of the card or security details does not need to be present, for example over the telephone or internet, provided that you notify us of such unauthorised use without undue delay on becoming aware of the misuse; or
  - (d) before you have received the card or security details.

## 8.2 Our liability

- 8.2.1 We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 8.2.2 We will not be liable to you for any loss suffered in respect of a payment that you have not authorised in accordance with General Condition 3, or which has been incorrectly paid, unless you notify us without undue delay on becoming aware of the unauthorised or incorrect payment and, in any event, not later than 13 months after the date that your account is debited. This General Condition 8.2.2 will not apply if we have failed to provide you with information about the payment in accordance with General Condition 9.1.2.
- 8.2.3 Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.
- 8.2.4 For Direct Debits in Sterling, your refund rights under the UK Direct Debit Scheme will continue to apply. Please see the Direct Debit section of our brochure A guide to our personal accounts for more information.

## 8.3 Refunds

- 8.3.1 Where we make a payment from your account that you have not authorised in accordance with General Condition 3.1 and where you have notified us in accordance with General Condition 8.2.2, we will refund the amount of the unauthorised payment and, where applicable, restore your account to the position it would have been in had the unauthorised payment not taken place.
- 8.3.2 We will refund to you the full amount of any payment from your account carried out by or through the payee (for example, a debit card payment at point of sale) if the following conditions are satisfied:
- (a) your authorisation to debit your account did not specify the exact amount of the payment;
  - (b) the amount of the payment exceeded the amount that you could reasonably have expected, taking into account your previous spending pattern, these

- Conditions and the circumstances of the case (but not increases that arise as a result of exchange rate fluctuations); and
- (c) you request a refund within eight weeks of the funds being debited from your account.
- 8.3.3 For the purposes of General Condition 8.3.2:
- (a) you must provide us with such information as is reasonably necessary to check whether the conditions in General Condition 8.3.2(a) and (b) have been satisfied; and
- (b) we will refund the full amount of the payment or give a reason for refusing the refund within 10 business days of receiving your request for a refund, or, where applicable, within 10 business days of receiving any further information required under (a) above.
- 8.3.4 For Direct Debits in Sterling, General Conditions 8.3.2 and 8.3.3 do not apply and your refund rights under the UK Direct Debit Scheme will continue to apply. Please see the Direct Debit section of our brochure A guide to our personal accounts for more information.
- 8.3.5 You will not be entitled to a refund under General Condition 8.3.2 where you have given your consent to the payment directly to us and either:
- (a) we (or, where applicable, the payee) have provided you with information about the payment at least four weeks before the due date of the payment; or
- (b) information about the payment was made available to you via our online banking service, our telephone banking service, or at any branch at least 4 weeks before the due date of the payment.
- 8.3.6 We are liable to you for making payments from your account correctly unless we can prove that the institution which holds the payee's account received the payment in accordance with the timescales set out in General Conditions 5.5.1 and 5.5.2. If we are liable, we will without undue delay refund the amount of the unpaid payment or defective payment and, where applicable, restore your account to the position it would have been in had the error not taken place.

## 9 COMMUNICATIONS

### 9.1 Bank statements

- 9.1.1 We will provide you with statements showing all amounts added to or taken from your account since the previous statement.
- 9.1.2 Statements will include the following information relating to payments, where relevant:
- (a) information identifying the transaction and the payee (where you have made the payment) or the payer (where you are receiving the payment);
- (b) the payment amount in the currency in which your account was debited or credited;
- (c) where you are making the payment, any exchange rates used by us and the amount of the payment after applying the exchange rates;
- (d) where you are receiving the payment, any exchange rates used by us and the amount of the payment before applying the exchange rates;
- (e) the amount and, where applicable, a breakdown of any charges or interest payable by you;
- (f) where applicable, the date of receipt of your payment instructions; and
- (g) the date on which the funds were debited from or credited to your account.
- This information will appear in your statement and may also be made available to you at least monthly via our online banking service, or at branches (for branch-based accounts), or by calling our telephone banking service or at your request.
- 9.1.3 You should read these statements, and tell us as soon as possible if you believe there is an incorrect entry in any statement.

## **9.2 Other communications**

- 9.2.1 When we communicate with you by telephone, we may record the call to ensure that we provide a good service and that we follow your instructions correctly.
- 9.2.2 All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.
- 9.2.3 If your name, address, telephone number or email address changes, you must notify us. If you notify us by telephone, we may ask you to confirm the change in writing.

## **10 CHANGES TO THE AGREEMENT**

### **10.1 Changes to the agreement and charges**

- 10.1.1 If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you personally not less than 60 days before the change comes into effect.
- 10.1.2 We may introduce new charges on your account or change the amount of any charges which already apply to your account by notifying you personally not less than 60 days before the change comes into effect.
- 10.1.3 If your account is a Non-payment Account, we may also:
  - (a) reduce the amount of any charges which already apply to your account; or
  - (b) make any other change to the terms of our agreement with you that is to your advantage, by notifying you of the change in accordance with General Condition 10.1.4.
- 10.1.4 We will notify you of any change under General Condition 10.1.3 as follows:
  - (a) We will advertise the change before it comes into effect or at the earliest opportunity afterwards. We will do so by publishing a notice on our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk). Where the change applies to branch based accounts, we will also display a notice of the change in our branches.
  - (b) In addition, we will notify you personally of the change either before or after it comes into effect. If we will not be able to notify you personally within 60 days after the change comes into effect, then (as well as advertising the change under General Condition 10.1.4(a) and notifying you personally after the expiry of the 60 day period) we will publish a notice of the change in at least three national daily newspapers before the change comes into effect or at the earliest opportunity afterwards.
- 10.1.5 If you have an account of fixed duration (such as a bond), we will only make changes under General Conditions 10.1.2 or 10.1.3 if we have a valid reason for making the change.

### **10.2 Copies of the conditions**

- 10.2.1 If we make a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes. You can also request a copy of the Conditions at any time.

### **10.3 Changes to interest rates and exchange rates**

- 10.3.1 We may change the interest rates which apply to your account for any of the following reasons:
  - (a) to enable us to respond proportionately to a change in the Bank of England's base rate;
  - (b) to enable us to respond proportionately to changes in the interest rates paid or charged by other banks and financial institutions on personal current and savings accounts;
  - (c) to reflect changes in the costs we reasonably incur in providing your account;
  - (d) to reflect changes in the law or a decision by an ombudsman;
  - (e) to enable us to meet changed regulatory requirements;
  - (f) to reflect changes in any codes of practice to which we subscribe.

- 10.3.2 We may also change the interest rates which apply to your account for any other valid reason.
- 10.3.3 (a) If your account is a Non-payment Account, other than an account of a fixed duration (such as a bond), we may also change the interest rates which apply to your account by notifying you personally not less than 30 days before the change takes effect.
- (b) If your account is a Payment Account, we may also change the interest rates that apply to your account by notifying you personally not less than 60 days before the change takes effect. Except where General Condition 10.3.6(d) applies where the change will be effective on the date of publication in the national daily newspapers, if the change relates to the interest rates we charge on overdrafts, we may notify you personally not less than 30 days before the change takes effect.
- 10.3.4 Nothing in General Conditions 10.3.1 to 10.3.3 enables us to change an interest rate which, under the Account Specific Conditions, is fixed or tracks a specified rate or index.
- 10.3.5 If we change interest rates under General Condition 10.3.2 or 10.3.3, then our notice will identify the term under which we are making the change.
- 10.3.6 We will give you notice of any change we make under General Conditions 10.3.1 or 10.3.2 as follows:
- (a) if your account is a Non-payment Account and we are changing the interest rates we pay on credit balances, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards;
- (b) if your account is a Payment Account and we are changing the interest rates we pay on credit balances in a way that is to your advantage, we will give you notice of the change either before the change comes into effect or at the earliest opportunity afterwards;
- (c) if your account is a Payment Account and we are changing the interest rates we pay on credit balances in a way that is to your disadvantage, we will notify you personally not less than 60 days before the change comes into effect;
- (d) if we are changing the interest rates we charge on overdrafts, we will give you notice of the change before the change comes into effect; and
- (e) if your account tracks a specified external rate or index, the provisions in (a) to (d) above do not apply and we will apply changes to the interest rate in accordance with the Account Specific Conditions and notify you at the earliest opportunity after the change comes into effect.
- 10.3.7 We will give you notice under General Conditions 10.3.6(a), (b), (d) or (e) by advertising the change in at least 3 national daily newspapers and on our website [www.ulsterbank.com](http://www.ulsterbank.com). Where the change applies to branch based accounts, we will also display a notice of the change in our branches.
- 10.3.8 Our exchange rates are based on a reference rate which is our prevailing rate for the day. The reference rate is published at [www.ulsterbank.com](http://www.ulsterbank.com). We may change our exchange rates immediately and without notice to you where such changes reflect a change in the reference rate or where the change is more favourable to you.

#### 10.4 Your rights when changes are made

- 10.4.1 If we give you notice of:
- (a) a change in the terms of our agreement with you under General Condition 10.1.1; or
- (b) the introduction of a new charge or a change in the amount of any existing charge under General Condition 10.1.2; or
- (c) a reduction in the amount of any existing charge or a change in the terms of our agreement with you that is to your advantage under General Condition 10.1.3; or

- (d) a change in interest rates under General Conditions 10.3.2 or 10.3.3, then either for a period of 60 days from the date of our notice, or until the effective date of the change, whichever is the later, you have the right to switch or close your account without loss of interest or any additional charges.

10.4.2 Your rights under General Condition 10.4.1 will not be affected by any Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

## 11 TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT

11.1 We may transfer, assign, or pass our rights or obligations under this agreement or arrange for any other person or organisation (a “transferee”) to carry out our rights or obligations under this agreement. We will only do this if:

- (a) the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
- (b) we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

## 12 COMPLAINTS

12.1 If you wish to complain about any of our products or services, we have procedures designed to resolve your complaint effectively. We can give you a brochure describing those procedures if you ask for it at any of our branches or if you make a request by telephone or you can look on our website [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk).

# Section B: Terms and Conditions for Anytime Internet and Telephone Banking Services

### 13.1 Introduction

- 13.1.1 This Section applies to you if we have agreed that you may use our internet and telephone banking services, which allow you to operate your account by telephone or by accessing our website.
- 13.1.2 The General Conditions in this Section explain your rights and responsibilities and those of Ulster Bank Limited regarding the use of the Ulster Bank internet and telephone banking services.
- 13.1.3 If you do not hold an Ulster Bank credit card, the Conditions which relate to credit cards will not apply to you.

### 13.2 Definitions

13.2.1 In this General Condition 13:

“We”, “Us”, “Our” means Ulster Bank Limited, a member of The Royal Bank of Scotland group of companies.

“You”, “Your” for all accounts, other than credit card accounts, means:

- (a) in the case of an individual, the customer who has an account(s) with us on which the Service is available. If you have a joint account, references in these Conditions to “you” include each of you together and separately; or
- (b) in the case of a limited company, any director, official and any other persons authorised by the customer to give instructions on the account(s); or
- (c) in the case of a partnership, the individual partners (in their separate capacities of partners and individuals) and any other persons authorised by the customer to give instructions on the account(s); or
- (d) in the case of a limited liability partnership, any member and any other person(s) authorised by the customer to give instructions on the account(s); or
- (e) in the case of a sole trader or professional practitioner, the customer who has the account(s) and any other person(s) authorised by the customer to give instructions on the account(s); or

- (f) in the case of a club, society or unincorporated body, any official and any other person(s) authorised by the customer to give instructions on the account(s); or
- (g) in the case of a trust, any trustee and any other person authorised by the trustees to give instructions on the account(s).

“You”, “Your” for credit card accounts means the customer who has a credit card account with us.

“Security Details” means the identifying words, codes and numbers agreed between you and us that are used in the security procedure.

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

### **13.3 Authority**

- 13.3.1 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.
- 13.3.2 If you have a joint account, we will act on the instructions of any one of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

### **13.4 Security Procedure**

- 13.4.1 You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- 13.4.2 You must not disclose your Security Details to any other person or record your Security Details in any way that may result in them becoming known to another person.
- 13.4.3 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.
- 13.4.4 Where a transaction on the account is confirmed by use of the Security Details and the Service but you subsequently show that the transaction 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 Conditions, and you have not acted fraudulently.
- 13.4.5 If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised payments on your account confirmed by use of the Security Details (as set out in General Condition 8.1).
- 13.4.6 You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from the Service. In your own interests, you should not leave the device you are using to access the Service unattended while you are still logged onto our website.
- 13.4.7 Telephone calls may be recorded.

### **13.5 Transactions**

- 13.5.1 Banking instructions received through the Service for your current and savings accounts on any business day will normally be processed that day. (You will be advised at the time you send the instruction if the instruction cannot be processed that day but will be processed the next business day.)
- 13.5.2 You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

### **13.6 Charges**

- 13.6.1 We reserve the right to charge you and you agree to pay the charges which apply when you use the Service or any part of it.

### 13.7 Availability of the service

- 13.7.1 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 the systems of any party used to provide the Service.

### 13.8 Variation/Termination of the Service

- 13.8.1 We reserve the right to change the Service from time to time and shall give you notice of any material changes in accordance with General Condition 10.

- 13.8.2 We may suspend, withdraw or restrict the use of the Service or any part of the Service where:

- (a) we have reasonable grounds to suspect that your Security Details have not been kept safe; or
- (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
- (d) we consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.

- 13.8.3 You may terminate your subscription to the Service by notifying us. The notification will not be effective until we receive it.

## Section C: Debit Card Terms and Conditions

The debit card types are as follows: **serviceCARD**, **debitCARD**, **cashCARD** (your card type will be shown on the front of your card).

### Card Functionality:

**serviceCARD** – guarantee cheques, point of sale transaction in shops, withdraw cash at an ATM.

**debitCARD** – point of sale transaction in shops, withdraw cash at an ATM.

**cashCARD** – withdraw cash at an ATM.

### 14.1 Introduction

- 14.1.1 This Section applies to you if you have **serviceCARD**, **debitCARD** or **cashCARD** (a “card”).
- 14.1.2 If you have a **cashCARD** the following General Conditions do not apply: conditions 13.3.3, 13.3.4, 13.3.5, 13.3.10, 13.3.11, 13.4.1, 13.4.2, 13.5.1, 13.5.2, 13.5.3 and 13.5.4.
- 14.1.3 General Condition 14.5 applies only to a **serviceCARD**.

### 14.2 Important Notices

- 14.2.1 If the card is lost or stolen, or you suspect that someone knows your Personal Identification Number (PIN) you must phone us on 0870 6000 459 (0044131 523 8383 from abroad). If you are unable to communicate in any other way, you must write immediately to your branch or to Ulster Bank Card Loss Centre, PO Box 700, Central House, Otley Road, Harrogate, North Yorkshire HG3 1XH.
- 14.2.2 You (and any additional cardholder(s)) must:
- (a) sign your card when you or the additional cardholder(s) receive it; and
  - (b) keep your card secure at all times and not allow any other person to use it; and
  - (c) on receiving your PIN advice slip memorise your PIN and then immediately destroy your PIN advice slip; and

- (d) never write down your PIN in any way which could be understood by someone else.

Failure to follow the above procedures may affect your liability for unauthorised payments, as set out in General Condition 8.

### 14.3 Using your card

- 14.3.1 You may use your card along with your PIN to obtain cash (up to the daily cash withdrawal limit subject to there being sufficient funds in your account) from any cash machine which we advise will accept your card.
- 14.3.2 We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash machines, details of which will be advised to you from time to time) and we may adjust the limit from time to time. This limit applies to both domestic and international withdrawals.
- 14.3.3 You can use your card to make purchases from retailers or suppliers of services if:
  - (a) the front of your card displays the Maestro logo and the retailer or supplier of services also displays that logo; or
  - (b) the front of your card displays the Visa Debit logo and the retailer or supplier of services displays either the Visa or Visa Debit logo; or
  - (c) the front of your card displays the Solo logo and:
    - (i) (when using your card within the UK) the retailer or supplier of services also displays that logo; or
    - (ii) (when using your card within the UK) the retailer or supplier of services displays the Maestro logo. If a retailer or supplier of services accepts payment by your card, the use of your card will have the effect of guaranteeing the payment and we will be obliged to pay the sum due to the retailer or supplier.
- 14.3.4 If you have a card that displays the Visa Debit logo and the card does not have a cheque guarantee hologram you will only be able to use your card at a retailer or supplier of services where they can authorise the transaction with us at the time of the transaction being made. If this is not possible the transaction will be declined.

A retailer or supplier of services may also ask us for authorisation in line with 14.4.1.
- 14.3.5 If your card displays the Visa Debit logo, you may use it to obtain cash (up to the daily limit) over the counter at any bank, bureau de change or any other financial institution displaying the Visa logo. Details of the limit are available on request from your branch. There may be a charge for obtaining cash over the counter as detailed in *A guide to personal accounts fees and interest*.
- 14.3.6 If by using your card you (or any additional cardholder(s)) instruct us to debit your account where there are insufficient funds available to cover the debit, or the requested debit would cause an arranged overdraft limit to be exceeded, we will treat your instruction as an informal request for an unarranged overdraft, and the provisions set out in General Condition 6 will apply (General Condition 15 for Business Banking).
- 14.3.7 Transactions carried out using your card will normally be applied to your account on the day the transaction is carried out or on the next business day.
- 14.3.8 On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they will be used to pay any other debit from your account.
- 14.3.9 When there is a transaction in a foreign currency on your account, we will convert it into Sterling at our then current exchange rate.
- 14.3.10 You must pay all amounts charged to your account by your card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you or any additional cardholder has authorised the transaction.

- 14.3.11 When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- 14.3.12 You must not use your card:
- (a) before or after the period for which your card is valid; or
  - (b) after we have notified you that we have suspended, withdrawn or restricted the use of your card under General Condition 14.3.13; or
  - (c) after we have demanded that you return your card to us, or we (or someone acting for us) have kept your card, under General Condition 14.3.15; or
  - (d) if we receive notice of the loss, theft or possible misuse of your card under General Condition 14.3.16; or
  - (e) if your right to use your card is ended under General Condition 14.9.1.
- 14.3.13 We may suspend, withdraw or restrict the use of your card for any of the following reasons:
- (a) we have reasonable grounds to suspect that your card details have not been kept safe; or
  - (b) we have reasonable grounds to suspect unauthorised or fraudulent use of your card; or
  - (c) as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
  - (d) you have broken any term of the contract between you and us; or
  - (e) we have sent you a replacement card; or
  - (f) we consider it appropriate for your protection.
- Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will notify you and give our reasons afterwards.
- 14.3.14 When issuing a replacement card this card may be accepted by different retailers and suppliers of services than your original card.
- 14.3.15 Your card remains our property. At any time when General Condition 14.3.13 allows us to suspend, withdraw or restrict the use of your card, we may instead give you personal notice demanding that you return your card to us. If we do this, then:
- (a) you must return your card to us immediately, cut once through the magnetic strip and once through the chip; and
  - (b) we, or anyone acting for us, may keep your card if you try to use it.
- 14.3.16 Once we receive notice of the loss, theft or possible misuse of your card, we will cancel your card. If your card is then found, you must not use it. You must return it to us immediately (cut once through the magnetic strip and once through the chip).
- 14.3.17 We will not be liable if any party refuses to let you pay or withdraw cash using your card.
- 14.3.18 By inserting your card in the card reader device provided and keying in your PIN, you may use your card and PIN to authenticate transactions for which you have given instructions in a branch or at a retail outlet.

#### 14.4 Authorisation

- 14.4.1 A retailer or supplier of services may ask us for authorisation before accepting payment by your card. We may decide not to give authorisation if:
- (a) your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
  - (b) you or any additional cardholder have broken these Conditions; or

- (c) taking account of all other transactions we have authorised, including those not yet charged to your account, there are insufficient funds available in your account.

14.4.2 Once you have carried out a transaction using your card, you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but not paid if we receive satisfactory evidence of the transaction being cancelled.

#### **14.5 Cheque guarantees**

14.5.1 If your card displays a cheque guarantee hologram, you may use it to guarantee the payment of one cheque in any single transaction provided that:

- (a) the cheque is signed by you in the presence of the person the cheque is in favour of (or their representative); and
- (b) the cheque bears the same name and sort code as your card; and
- (c) the cheque is dated with the date on which you wrote it; and
- (d) the cheque is signed before the expiry of your card; and
- (e) the cheque is signed in the UK, the Channel Islands, the Isle of Man, Gibraltar or on the premises of a UK customs post; and
- (f) you do not exceed your cheque guarantee limit; and
- (g) the person the cheque is in favour of (or their representative) writes your card number on the back of the cheque; and
- (h) your card has not been altered or defaced.

14.5.2 Where the guarantee is used to cash a cheque, the number of cheques that we will guarantee is limited to one per day.

14.5.3 You cannot stop payment of a guaranteed cheque.

14.5.4 We are permitted to debit a guaranteed cheque to your account even when:

- (a) there is something wrong with the cheque; or
- (b) your right to use your card is suspended or ended.

Even if you have not complied with all of the cheque guarantee conditions set out above in General Condition 14.5.1, we may still pay the cheque.

#### **14.6 Charges**

14.6.1 You will have to pay charges if you use your card in certain ways, as detailed in the fees leaflet that applies to your account (either Personal Banking – Charges and Rates of Interest or Private Banking – Charges and Rates of Interest).

#### **14.7 Additional cardholder(s)**

14.7.1 You (in the case of joint accounts, all of you) may ask us to issue a card and PIN to someone else who is specially authorised to act on your behalf (for example, a person acting under a Power of Attorney given by you). If we agree to do this, you are responsible for ensuring that any additional cardholder(s) complies with these Conditions and you will have to pay for all transactions carried out using the additional card(s), including those charged to your account after the additional card(s) has been returned to us.

14.7.2 You authorise us to pass information to any additional cardholder(s). This information will include, but will not be restricted to, details of your account.

#### **14.8 Passing information to third parties**

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

- (a) in connection with the loss, theft or possible misuse of your card or PIN; or
- (b) in order for us to meet our obligations as a member of the Visa, Maestro or Solo card schemes.

## 14.9 Ending the use of your card

- 14.9.1 If your account is closed then you will not be entitled to use your card. In addition:
- (a) You will not be entitled to use your card if you receive an instruction from us not to make any further withdrawals on your account, or
  - (b) Unless we agree, you will not be entitled to use your card to guarantee payment of cheques if you receive an instruction from us not to use your card for that purpose.
- 14.9.2 You may end your use of your card (and the use of your card by any additional cardholder(s)) at any time by telling us in writing and returning your card(s) to us immediately (cut once through the magnetic strip and once through the chip).
- 14.9.3 If your use of the card (or the use of the card by any additional cardholder(s)) is ended, you remain responsible for all transactions carried out with the card(s).

## 14.10 Your Liability

- 14.10.1 The following terms apply where losses are caused by the misuse of your card:
- (a) Unless you have acted fraudulently, you will not be responsible for any losses which result from:
    - the misuse of your card before it came into your possession; or
    - the misuse of your card after you have told us that it is lost or stolen or that someone else knows your PIN; or
    - someone else using your card or card details without your authority to make a payment where the cardholder does not need to be present, provided that you notify us of such use without undue delay on becoming aware of the misuse; or
    - someone else using your card for a Contactless transaction without your authority, provided that you notify us of such use without undue delay on becoming aware of the misuse; or
    - the unauthorised use of your card where we have not, at any time, provided you with the appropriate means to make notification under General Condition 3.3.1(b).
  - (b) In other circumstances and subject to General Condition 8, you will be responsible for:
    - all losses caused by the misuse of your card by someone who obtained it with your consent; or
    - losses of up to £50 resulting from the creation or misuse of an overdraft on your account caused by the misuse of your card while it is out of your possession; or
    - losses which result from the withdrawal of a credit balance from your account caused by any misuse of your card which is a consequence of your fraud or gross negligence.

## Account Specific Conditions

### Payment Accounts:

#### 1 CURRENT ACCOUNT

- 1.1 Current Accounts are available only to individuals aged 16 years or over.

#### 2 CURRENT PLUS ACCOUNT

- 2.1 Current Plus Accounts are available only to individuals aged 16 years or over.

#### 3 ufirst ACCOUNT

- 3.1 ufirst Accounts are available only to individuals aged 18 years or over.
- 3.2 You may apply for the additional benefits specified in the User Guide for the account. We may alter any of these benefits provided that we give you at least 30 days prior notice.

- 3.3 If you cease (at your option) to be a ufirst Account customer, within 6 months of any benefits denoted in the User Guide for the account being claimed, then we may reclaim all or part of the value given on any of the benefits.
- 3.4 For the purposes of Account Specific Condition 3.3, we will not treat you as ceasing to be a ufirst Account customer at your own option if you close your account during:
  - (a) the 60 day period mentioned in General Condition 10.4.1; or
  - (b) the period mentioned in any notice we give you notice under General Condition 7.3.1.
- 3.5 If your ufirst Account is closed, the ufirst benefits will no longer be available to you, and we will close any ufirst Savings Account(s) and transfer any balance(s) to an Easy Access Account (or equivalent).
- 3.6 We will not take security for overdrafts on a ufirst Account.
- 3.7 If you cease (at your option) to be a ufirst Account customer, any existing ufirst mortgage will be changed to our standard tracker rate, unless otherwise agreed.

#### **4 ufirstgold ACCOUNT**

- 4.1 ufirstgold Accounts are available only to individuals aged 18 years or over.
- 4.2 You may apply for the additional benefits specified in the User Guide for the account. We may alter any of these benefits provided that we give you at least 30 days prior notice.
- 4.3 If you cease (at your option) to be a ufirstgold Account customer, within 6 months of any benefits denoted in the User Guide for the account being claimed, then we may reclaim all or part of the value given on any of the benefits.
- 4.4 For the purposes of Account Specific Condition 4.3, we will not treat you as ceasing to be a ufirstgold Account customer at your own option if you close your account during:
  - (a) the 60 day period mentioned in General Condition 10.4.1; or
  - (b) the period mentioned in any notice we give you notice under General Condition 7.3.1.
- 4.5 If your ufirstgold Account is closed, the ufirstgold benefits will no longer be available to you, and we will close any ufirstgold Savings Account(s) and transfer any balance(s) to an Easy Access Account (or equivalent).
- 4.6 We will not take security for overdrafts on a ufirstgold Account.
- 4.7 If you cease (at your option) to be a ufirstgold Account customer, any existing ufirstgold mortgage will be changed to our standard tracker rate, unless otherwise agreed.

#### **5 DUAL ACCOUNT**

- 5.1 Dual Accounts are available only to individuals aged 16 years or over or existing customers as at 1 January 2005 who were under 16 years at that date.
- 5.2 Standing order and Direct Debit payments are not permitted on your account if you are under 16 years old.
- 5.3 Arranged overdrafts are not available on your account.
- 5.4 Cheque books are not available on your account.
- 5.5 We reserve the right to cancel any standing order or Direct Debit on your account that is unpaid on more than one occasion.

#### **6 STEP ACCOUNT**

- 6.1 Step Accounts are available only to individuals aged 16 years or over.
- 6.2 Arranged overdrafts are not available on your account.
- 6.3 Cheque books are not available on your account.

## **7 CASH ACCOUNT**

- 7.1 Cash Accounts are available only to individuals aged 16 years or over.
- 7.2 Standing order and Direct Debit payments are not permitted on your account.
- 7.3 You can use our internet and telephone banking services to make an immediate payment from your account, but you are not permitted to use those services to give instructions for a payment to be made from your account at a future date.
- 7.4 Arranged overdrafts are not available on your account.
- 7.5 Cheque books are not available on your account.

## **8 STUDENT ACCOUNT**

- 8.1 Student Accounts are available only to UK resident students who are completing:
  - (a) a full-time undergraduate higher education course of at least 2 years' duration; or
  - (b) a full-time postgraduate course, at a university or college of higher education in the UK. A UK resident is someone who has been ordinarily resident in the UK for three years or more.
- 8.2 If we do not receive satisfactory confirmation that you meet these requirements, we may change your Student Account to a Current Plus Account.
- 8.3 You must use your account as your main current account and deposit regular amounts by way of local education funding, parental contribution, salary, student loan or other funding, such as sponsorship or bursary.
- 8.4 In the month of July in the year of your graduation, subject to our assessment of your financial position, we will change your Student Account to a Graduate Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of Personal Banking Terms and Conditions and A guide to personal accounts fees and interest.
- 8.5 Joint accounts are not permitted.

## **9 GRADUATE ACCOUNT**

- 9.1 Graduate Accounts are available only to graduates who have graduated from a full-time course of higher education (lasting two years or more) within the last year.
- 9.2 You must use your account as your main current account and deposit regular amounts into it by way of wages, salary or other income.
- 9.3 In the month of July of the year after your graduation, subject to our assessment of your financial position, we will change your Graduate Account to a Current Plus Account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of Personal Banking Terms and Conditions and A guide to personal accounts fees and interest.
- 9.4 Joint accounts are not permitted.

## **10 ADAPT ACCOUNT**

- 10.1 You should review the Conditions that apply to your account with a parent or guardian.
- 10.2 Adapt Accounts are only available to individuals aged 11 years to 18 years.
- 10.3 When you reach 18 years we may change your account to a Current Plus Account, Student Account or another account which we believe with good reason is right for you. For Student Accounts we may seek confirmation from the organisation that processes your application to enter higher education, that you have taken up your place. We will write and tell you at least 60 days before we do this at which time we will provide you with up to date copies of Personal banking terms and conditions and A guide to personal account fees and interest.
- 10.4 If you open your account when you are under the age of 16, we may write and tell your parent or guardian that you have done so.

- 10.5 If we issue a debit card to you when you are under the age of 16, we may contact your parent or guardian to advise them that the card has been issued and that it can be used to pay for goods and services purchased from retailers or suppliers of services.
- 10.6 Standing Orders and Direct Debit payments are not permitted on your account.
- 10.7 Arranged overdrafts are not available on your account. If your account becomes overdrawn, we may inform your parent or guardian.
- 10.8 Cheque books are not available on your account.
- 10.9 Adapt offers a range of additional features that provide preferential terms to goods and services provided by selected third parties. We will tell you which features are available and give you details of any terms and conditions that apply to the features at [www.ulsterbank.co.uk/adapt](http://www.ulsterbank.co.uk/adapt). We may change these features and any terms and conditions that apply to them from time to time.
- 10.10 debitCARD is only available to individuals under 16 years with the consent of their parent or guardian.

## 11 Private CURRENT ACCOUNT

- 11.1 Private Current Accounts are available only to individuals aged 18 years or over. You must also meet one of the following requirements:
  - (a) you have a sole annual income of at least £75,000; or
  - (b) you and your partner together have an annual joint income of at least £100,000; or
  - (c) you, or you and your partner together, have savings of at least £100,000 with us; or
  - (d) you are invited by us to open an Ulster Bank Private Current Account.
- 11.2 Your salary (or equivalent) must be paid into your Private Current Account.
- 11.3 If your Private Current Account is closed, the Private Current Account benefits will no longer be available to you.
- 11.4 In addition to our general right of conversion under General Condition 7.3.1, we reserve the right to convert your account to a Current Plus Account (or equivalent) if your salary (or equivalent) is not mandated into your account.

## 12 uFIRST PRIVATE ACCOUNT

- 12.1 uFirst Private Accounts are available only to individuals aged 18 years or over. You must also meet one of the following requirements:
  - (a) you have a sole annual income of at least £75,000; or
  - (b) you and your partner together have an annual joint income of at least £100,000; or
  - (c) you, or you and your partner together, have savings of at least £100,000; or
  - (d) you are invited by us to open an Ulster Bank uFIRST PRIVATE Account.
- 12.2 Your salary (or equivalent) must be paid into your uFIRST PRIVATE Account.
- 12.3 In addition to our general right of conversion under General Condition 7.3.1, we reserve the right to convert your account to a Current Plus Account (or equivalent) if your salary (or equivalent) is not mandated into your account.
- 12.4 You may apply for the additional benefits specified in our brochure Welcome to uFirst Private. We may alter any of these benefits provided that we give you at least 30 days' prior notice.
- 12.5 If you cease (at your own option) to be an uFIRST PRIVATE customer within 6 months of your account being opened, we will refund any subscription fees you have paid in that period, provided that you have not:
  - (a) taken out a personal loan or mortgage through your uFIRST PRIVATE Account; or

(b) made a claim under any insurance policy taken out through your uFIRST PRIVATE Account; or

(c) used the uFIRST PRIVATE Membership Services.

For these purposes, we will not treat you as ceasing to be an uFIRST PRIVATE customer at your own option if you close your account:

(i) during the 60 day period mentioned in General Condition 10.4.1; or

(ii) during the period specified in any notice we give you under General Condition 7.3.1;

or if your account is converted under Account Specific Condition 12.3.

12.6 If your uFIRST PRIVATE Account is closed, the uFIRST PRIVATE benefits will no longer be available to you, and we will close your Private Reserve Account(s) and transfer any balance(s) to an Easy Access Account (or equivalent).

12.7 If you cease (at your own option) to be a uFIRST PRIVATE customer, any existing uFIRST PRIVATE mortgage will be changed to our standard tracker rate, unless otherwise agreed.

### **13 PRIVATE RESERVE ACCOUNT**

13.1 PRIVATE Reserve Accounts are available only to individuals (except those acting as trustees) who subscribe to either uFIRST PRIVATE or PRIVATE Current Account, and those we invite to open an account.

13.2 If your account balance falls below £10,000, you will receive a nominal rate of interest.

13.3 You may not have your wage or salary paid directly into your account.

13.4 Standing Order and Direct Debit payments are not permitted on your account.

13.5 Arranged overdrafts are not available on your account.

13.6 Cheque books are not available on your account.

13.7 If you cancel your subscription to either uFIRST PRIVATE or PRIVATE Current Account, then we reserve the right to close your Private Reserve Account and transfer the balance to an Easy Access Account (or equivalent).

### **14 REWARD RESERVE ACCOUNT**

14.1 The Reward Reserve Account is not available to new customers.

14.2 Reward Reserve Accounts are available only to individuals aged 18 years or over, including personal trustees.

14.3 If your account balance falls below £2,000, you will receive a nominal rate of interest.

14.4 In addition to any other interest payable, we will pay you interest known as a quarterly reward for any quarterly period in which:

(a) you do not make more than one withdrawal; and

(b) your account balance does not fall below £2,000 for more than four days in total.

14.5 Quarterly periods commence on the first business day of January, April, July and October and end the day before the beginning of the next quarter.

14.6 If you qualify for a quarterly reward, the reward interest will be paid into your account on the first business day of the next quarterly period.

14.7 In addition to any other interest payable, we will pay you interest known as an annual reward for any annual period in which:

(a) you do not make more than three withdrawals; and

(b) your account balance does not fall below £2,000 for more than four days in total during that annual period.

14.8 Annual periods commence on the first business day of January and end the day before the beginning of the next annual period.

- 14.9 If you qualify for an annual reward, the reward interest will be paid into your account on the first business day of the next annual period.
- 14.10 Quarterly and annual interest rewards are calculated on a daily basis on the amount you have in your account at close of business.
- 14.11 If you open your account during a quarterly or annual period, any quarterly or annual reward interest earned during the remainder of that period will be paid on a pro rata basis.
- 14.12 If you close your account during a quarterly or an annual period, you will not receive any quarterly or annual reward interest for either period.
- 14.13 If credit interest on your account is paid into an Ulster Bank account in your name(s), then both quarterly and annual interest rewards will also be paid into that account. Payments of interest will not be treated as withdrawals in determining whether you should receive quarterly or annual rewards.
- 14.14 You may not have your wage or salary paid directly into your account.
- 14.15 You may not have standing order or Direct Debit payments on your account.
- 14.16 Arranged overdrafts are not available on your account.
- 14.17 Cheque books are not available on your account.

## **15 EASY ACCESS SAVINGS ACCOUNT**

- 15.1 Easy Access Savings Accounts are available only to individuals aged 18 years or over, including personal trustees.
- 15.2 You may not have your wage or salary paid directly into your account.
- 15.3 You may not have standing order or Direct Debit payments on your account.
- 15.4 Arranged overdrafts are not available on your account.
- 15.5 Cheque books are not available on your account.

## **16 ufirst SAVINGS**

- 16.1 ufirst Savings Accounts are available only to individuals (except those acting as trustees) who subscribe to a ufirst Account or a ufirstgold Account.
- 16.2 You may not have your wage or salary paid directly into your account.
- 16.3 You may not have standing order or Direct Debit payments on your account.
- 16.4 Arranged overdrafts are not available on your account.
- 16.5 Cheque books are not available on your account.
- 16.6 If your ufirst or ufirstgold Account is closed we will close your ufirst Savings Account(s) and transfer any balance(s) to an Easy Access Account (or equivalent).

## **17 55 PLUS SAVINGS ACCOUNT**

- 17.1 The 55 Plus Account is not available to new customers.
- 17.2 The 55 Plus Savings Account is available only to individuals aged 55 years or over (with the exception of personal trustees who must be aged 18 years or over).
- 17.3 If your account balance falls below £2,500, you will receive a nominal rate of interest.
- 17.4 You may not have your wage or salary paid directly into your account.
- 17.5 You may not have standing order or Direct Debit payments on your account.
- 17.6 Arranged overdrafts are not available on your account.
- 17.7 Cheque books are not available on your account.
- 17.8 If your passbook is lost or stolen, you must report this to your local branch immediately.
- 17.9 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 figure.

## 18 PERSONAL SAVINGS

- 18.1 Personal Savings Accounts are not available to new customers.
- 18.2 You may not have your wage or salary paid directly into your account.
- 18.3 You may not have standing order or Direct Debit payments on your account.
- 18.4 Arranged overdrafts are not available on your account.
- 18.5 Cheque books are not available on your account.
- 18.6 If your passbook is lost or stolen, you must report this to your local branch immediately.
- 18.7 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 figure.

## 19 urfirst ACCOUNT

- 19.1 urfirst Accounts are available only to:
  - (a) individuals from 7 to 17 years of age; and
  - (b) adults aged 16 years or over holding the account on trust for a named child who is under 12 years.
- 19.2 If you are aged 7 years to 17 years you should review the Conditions that apply to your account with a parent or guardian.
- 19.3 If you are holding the account on trust:
  - (a) you may not withdraw money from the account by telephone; and
  - (b) if you hold the account jointly and have been appointed by a court, all instructions to us must be signed by you jointly.
- 19.4 You may not have standing order or Direct Debit payments on your account.
- 19.5 Arranged overdrafts are not available on your account. If your account becomes overdrawn, we may inform your parent or guardian.
- 19.6 Cheque books are not available on your account.
- 19.7 When you reach age 18 we may change your urfirst Account to an Easy Access Account or another account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of Personal Banking Terms and Conditions and A guide to personal accounts fees and interest.

## 20 urmoneY ACCOUNT

- 20.1 urmoneY Accounts are not available to new customers.
- 20.2 You should review the Conditions that apply to your account with a parent or guardian.
- 20.3 When you reach 18 years we may change your account to an Easy Access Account or another account. We will notify you personally at least 60 days before we do this at which time we will provide you with up to date copies of Personal Banking Terms and Conditions and A guide to personal accounts fees and interest.
- 20.4 You may not have standing order or Direct Debit payments on your account.
- 20.5 Arranged overdrafts are not available on your account. If your account becomes overdrawn, we may inform your parent or guardian.
- 20.6 Cheque books are not available on your account.
- 20.7 cashCARD is only available to individuals under 16 years with the consent of their parent or guardian.

## 21 RSVP ANYTIME ACCOUNT

- 21.1 The RSVP Account is not available to new customers.
- 21.2 RSVP Anytime Accounts are available only to individuals aged 18 years or over who are permanently resident in the UK.

- 21.3 The maximum number of account holders is two.
- 21.4 The account cannot be opened in our branches.
- 21.5 You may operate your account by telephone on 0800 231 232 (textphone users can call 0800 015 4422) between 8am and 5pm on any day or by the internet on [www.ulsterbank.co.uk](http://www.ulsterbank.co.uk) or by FREEPOST to Freepost, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. No transactions will be accepted at any of our branches.
- 21.6 You may obtain any brochures or other documents referred to in these Conditions by writing to Freepost, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. You may not obtain brochures or any other documents from our branches.
- 21.7 You must nominate a bank or building society account to enable deposits into and withdrawals from your RSVP Anytime account.
- 21.8 The nominated account must be:
- (a) held in the UK (which excludes the Channel Islands and Isle of Man); and
  - (b) in the name of one or both of you.
- 21.9 When you open your account, you must deposit at least £2,500 into the account by way of a cheque drawn on a personal account. Subsequent deposits must each be for a minimum of £250. A minimum balance of £2,500 must be maintained. For details on the interest earned on your account please refer to our brochure A guide to personal accounts fees and interest, available from our branches.
- 21.10 If you want to pay a cheque into your account you can do so by sending the cheque along with a completed deposit slip to Freepost, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. We will process the cheque in accordance with General Condition 4.2 once we have received it. You should quote your account number on the reverse of each cheque. Cheques should be made payable to the account holder(s).
- 21.11 You may make regular payments into your account by standing order from your nominated account.
- 21.12 You may not have your wage or salary paid directly into your account.
- 21.13 You may not have standing order or Direct Debit payments on your account.
- 21.14 Arranged overdrafts are not available on your account.
- 21.15 Cheque books are not available on your account.
- 21.16 If the account you have nominated under Account Specific Condition 26.6 is maintained at one of our branches, we will provide same day value for interest purposes, for deposits and withdrawals initiated by telephone, provided that instructions are received by 6.30pm on a business day. Transfer instructions received after 6.30pm and on non-business days will be processed on the next business day.
- 21.17 The minimum withdrawal is £250. If the account balance is less than £250, 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 £250. All withdrawals must be made against cleared funds.
- 21.18 Withdrawals can be obtained by cheque or paid into your nominated account. A lodgement slip relating to the account which is to be credited must be forwarded with the withdrawal form. 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 on-line or by telephone.
- 21.19 If you wish to write to Ulster Bank regarding your account, or cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to Freepost, Ulster Bank RSVP Anytime, Customer Service Centre, Danesfort, Stranmillis Road, Belfast BT9 5UB.

## 22 eSAVINGS

- 22.1 eSavings Accounts are available only to individuals aged 18 years or over who are permanently resident in the UK.
- 22.2 The maximum number of account holders is two.
- 22.3 The account is only available through Anytime Internet and Telephone Banking and cannot be opened in our branches.
- 22.4 Your account can only be operated by using our internet and telephone banking service. The Anytime Internet and Telephone Banking Conditions in General Condition 13 apply to your account and you must also be registered for the service described there. No transactions will be accepted in any of our branches. For general enquiries you may write to Freepost, RKJA GSKU-BXRB, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. However, your account cannot be operated by writing to that address.
- 22.5 You may obtain any brochures or other documents referred to in these Conditions by writing to Freepost, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. You may not obtain brochures or any other documents from our branch network.
- 22.6 When you open your account, you must make an initial deposit of at least £1 into the account by cheque or (if you are an existing customer) by electronic transfer.
- 22.7 If you pay some or all of your initial deposit by cheque, it must:
- (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
  - (b) be drawn on an account in your name (or if you are opening the account jointly, on an existing joint account in the same names or on the personal accounts of each party to the account).
- 22.8 If you pay some or all of your initial deposit by electronic transfer, the transfer must be made from an Ulster Bank account in your name (or, if you are opening your account jointly, from an Ulster Bank joint account in the same names or from the personal Ulster Bank accounts of each party to the account).
- 22.9 Deposits after the initial deposit can only be made by electronic or telephone transfer from an Ulster Bank account in your name (or, if you hold the account jointly, from an Ulster Bank joint account in the same names or from the personal Ulster Bank account of a party to the account) or by regular standing order from any UK bank account.
- 22.10 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 6.30pm Monday to Friday (excluding bank holidays). Transfer requests made at other times will be processed on the next business day.
- 22.11 The maximum balance and lodgment to the account is £1,000,000.
- 22.12 Withdrawals from your account can be made via Anytime Banking to any UK bank account.
- 22.13 Withdrawals will not be accepted by any other method.
- 22.14 You may not have your wage or salary paid directly into your account.
- 22.15 You may not have standing order or Direct Debit payments on your account.
- 22.16 Arranged overdrafts are not available on your account.
- 22.17 Cheque books are not available on your account.
- 22.18 If you wish to cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to Ulster Bank eSavings, Customer Service Centre, Danesfort, Stranmillis Road, Belfast BT9 5UB.

## 23 eSAVINGS PLUS

- 23.1 eSavings Plus Accounts are available only to individuals aged 18 years or over who are permanently resident in the UK.

- 23.2 The maximum number of account holders is two.
- 23.3 The account is only available through Anytime Internet and Telephone Banking and cannot be opened in our branches.
- 23.4 Your account can only be operated by using our internet & telephone banking service. The Anytime Internet and Telephone Banking Conditions in General Condition 13 apply to your account and you must also be registered for the service described there. No transactions will be accepted in any of our branches. For general enquiries you may write to Freepost, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. However, your account cannot be operated by writing to that address.
- 23.5 You may obtain any brochures or other documents referred to in these Conditions by writing to Freepost, Ulster Bank, Danesfort, Stranmillis Road, Belfast BT9 5UB. You may not obtain brochures or any other documents from our branch network.
- 23.6 When you open your account, you must make an initial deposit of at least £10,000 into the account by cheque or (if you are an existing customer) by electronic transfer.
- 23.7 If you pay some or all of your initial deposit by cheque, it must:
- (a) be made out in Sterling, drawn on an account held with a UK bank branch payable to us or to you; and
  - (b) be drawn on an account in your name (or if you are opening the account jointly, on an existing joint account in the same names or on the personal accounts of each party to the account).
- 23.8 If you pay some or all of your initial deposit by electronic transfer, the transfer must be made from an Ulster Bank account in your name (or, if you are opening your account jointly, from an Ulster Bank joint account in the same names or from the personal Ulster Bank accounts of each party to the account).
- 23.9 Deposits after the initial deposit can only be made by electronic transfer from an Ulster Bank account in your name (or, if you hold the account jointly, from an Ulster Bank joint account in the same names or from the personal Ulster Bank account of a party to the account) or by regular standing order from any UK bank account.
- 23.10 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 6.30pm Monday to Friday (excluding bank holidays). Transfer requests made at other times will be processed on the next business day.
- 23.11 The maximum balance and lodgment to the account is £100,000.
- 23.12 Withdrawals from your account can be made by electronic transfer to any UK bank account.
- 23.13 Withdrawals will not be accepted by any other method.
- 23.14 Interest (excluding bonus interest) will not be paid in any month in which a withdrawal is made.
- 23.15 You may not have your wage or salary paid directly into your account.
- 23.16 You may not have standing order or Direct Debit payments on your account.
- 23.17 Arranged overdrafts are not available on your account.
- 23.18 Cheque books are not available on your account.
- 23.19 If you wish to cancel your account within the period mentioned in General Condition 2.2.1, you must send a written notice to Ulster Bank eSavings Plus, Customer Service Centre, Danesfort, Stranmillis Road, Belfast BT9 5UB.

## **24 BONUS SAVER ACCOUNT**

- 24.1 Bonus Saver Accounts are available only to individuals aged 16 years or over, including personal trustees.

- 24.2 If your account balance falls below £2,000, you will receive a nominal rate of interest.
- 24.3 In addition to any other interest payable, we will pay you interest known as a quarterly bonus for any quarterly period in which:
  - (a) you do not make more than one withdrawal; and
  - (b) your account balance does not fall below £2,000 for more than four days in total.
- 24.4 Quarterly periods commence on the first business day of January, April, July or October and end the day before the beginning of the next quarter.
- 24.5 If you qualify for a quarterly bonus, the bonus interest will be paid into your account on the first business day of the next quarterly period.
- 24.6 In addition to any other interest payable, we will pay you interest known as an annual bonus for any annual period in which:
  - (a) you do not make more than four withdrawals; and
  - (b) your account balance does not fall below £2,000 for more than four days in total during that annual period.
- 24.7 Annual periods commence on the first business day of January and end the day before the beginning of the next annual period.
- 24.8 If you qualify for an annual bonus, the bonus interest will be paid into your account on the first business day of the next annual period.
- 24.9 Quarterly and annual interest bonuses are calculated on a daily basis on the amount you have in your account at close of business.
- 24.10 If you open your account during a quarterly or annual period, any quarterly or annual bonus interest earned during the remainder of that period will be paid on a pro rata basis.
- 24.11 If you close your account during a quarterly or an annual period, you will not receive any quarterly or annual bonus interest for either period.
- 24.12 If credit interest on your account is paid into an Ulster Bank account in your name(s), then both quarterly and annual interest bonuses will also be paid into that account. Payments of interest will not be treated as withdrawals in determining whether you should receive quarterly or annual bonuses.
- 24.13 You may not have your wage or salary paid directly into your account.
- 24.14 You may not have standing order or Direct Debit payments on your account.
- 24.15 Arranged overdrafts are not available on your account.
- 24.16 Cheque books are not available on your account.

## **25 PATHWAY ACCOUNT**

- 25.1 Pathway Account is available only to individuals aged 18 years or over, including personal trustees.
- 25.2 Restrictions apply: Pathway is available to personal deposit customers only and to balances not currently in an Ulster Bank account.
- 25.3 If your account balance falls below £10,000, you will receive a nominal rate of interest.
- 25.4 Additional lodgements of any amount are allowed at any time subject to a maximum account balance of £1,000,000.
- 25.5 An individual can only open one Pathway Account either in sole or joint names.
- 25.6 A bonus rate of interest may be paid by the Bank in respect of the Account, at the Bank's discretion, for a period of time after the Account has been opened.
- 25.7 Bonus interest rates are subject to change by us from time to time.
- 25.8 You may not have your wage or salary paid directly into your account.

- 25.9 You may not have standing order or Direct Debit payments on your account.
- 25.10 Arranged overdrafts are not available on your account.
- 25.11 Cheque books are not available on your account.

## **26 SPECIAL INTEREST DEPOSIT ACCOUNT**

### **Operations on the Account**

- 26.1 You must set up a Standing Order to credit the Account monthly. The Standing Order must be for not less than £1 and not more than £1,000. The Standing Order can be increased or decreased within these limits.
- 26.2 Lump sum cash, cheque or other lodgements are not permitted into the Account.
- 26.3 Wages and salary lodgements are not permitted to the Account.
- 26.4 Unlimited withdrawals are permitted on the Account.
- 26.5 Bill payments are not permitted from the Account.
- 26.6 You may not hold more than one Special Interest Deposit Account at any time (whether in your sole name or in joint names).

### **Balance Restrictions**

- 26.7 The minimum balance on the Special Interest Deposit Account is £1.
- 26.8 The first Standing Order payment is the opening balance of the Account and must be between £1 and £1,000.
- 26.9 The maximum balance on the Account at any time is £100,000.
- 26.10 In the event that the Account balance exceeds £100,000 We may request You to transfer the excess funds into another account.
- 26.11 In the event that a monthly deposit exceeds the monthly limit of £1,000, We may request You to transfer the excess funds into another account.

## **Non-payment Accounts:**

### **27 RESERVE 30 ACCOUNT**

- 27.1 The Reserve 30 Account is not available to new customers.
- 27.2 Reserve 30 Accounts are available only to individuals aged 18 years of over, including personal trustees.
- 27.3 If your account balance falls below £1,000, you will receive a nominal rate of interest.
- 27.4 You may make withdrawals or close your account without loss of interest if you give us 30 days prior written notice of a withdrawal.
- 27.5 If you are not able to give us the notice in Account Specific Condition 26.3 you may still make the withdrawal or close the account, but you will lose 30 days interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of the lost interest is more than the interest which has accrued on your account as at the date of withdrawal, we will deduct the rest from your account balance.
- 27.6 You may not have your wage or salary paid directly into your account.
- 27.7 You may not have standing order or Direct Debit payments on your account.
- 27.8 Arranged overdrafts are not available on your account.
- 27.9 Cheque books are not available on your account.

### **28 RESERVE 90 ACCOUNT**

- 28.1 The Reserve 90 Account is not available to new customers.
- 28.2 Reserve 90 Accounts are available only to individuals aged 18 years or over (including personal trustees).
- 28.3 If your account balance falls below £2,500, you will receive a nominal rate of interest.

- 28.4 You may make withdrawals or close your account without loss of interest if you give us 90 days prior written notice of any withdrawal or of the closure of your account.
- 28.5 If you are not able to give us the notice in Account Specific Condition 27.3 you may still make the withdrawal or close your account, but you will lose 90 days interest on the sum withdrawn, calculated at the interest rate applicable to your account immediately before the withdrawal. If the amount of the lost interest is more than the interest which has accrued on your account at the date of withdrawal, we will deduct the rest from your account balance. We will treat the amount we deduct from your account balance as a withdrawal from your account.
- 28.6 You may not have your wage or salary paid directly into your account.
- 28.7 You may not have standing order or Direct Debit payments on your account.
- 28.8 Arranged overdrafts are not available on your account.
- 28.9 Cheque books are not available on your account.
- 28.10 If your passbook is lost or stolen, you must report this to your local branch immediately.
- 28.11 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 figure.

## **29 CASH ISA**

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meaning in these Conditions as they have in the ISA Regulations, unless the context otherwise requires.

- 29.1 Cash ISAs are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 29.2 Joint accounts are not permitted.
- 29.3 The account is available to you only if you have not subscribed to another Cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 29.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 29.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for it again.
- 29.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit, any excess money will be deposited in the alternative bank account nominated on your application form. The nominated account must be an account that allows instant access to the money.
- 29.7 The current subscription limits are detailed in our brochure A guide to personal accounts fees and interest.
- 29.8 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
- 29.9 You may not have your wage or salary paid directly into your account.
- 29.10 You may not have standing order or Direct Debit payments on your account.
- 29.11 Arranged overdrafts are not available on your account.
- 29.12 Cheque books are not available on your account.

- 29.13 Statements will be provided annually.
- 29.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
- 29.15 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.
- 29.16 Transfer of an ISA account from another account manager may be made at your request.
- 29.17 You may not transfer your account from one of our branches to another.
- 29.18 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 29.19 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.
- 29.20 Subscriptions are only allowed either to Cash ISA or Cash ISA Plus in the same tax year, but not to both.
- 29.21 If subscriptions are paid into both a Cash ISA and Cash ISA Plus in the same tax year, the latter subscriptions will be returned to you.

### **30 CASH ISA – TESSA FUNDS**

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the “ISA Regulations”); and words and phrases have the same meanings in these Conditions as they have in the ISA Regulations, unless the context otherwise requires.

- 30.1 Cash ISA – Tessa Funds are not available to new customers.
- 30.2 Joint accounts are not permitted.
- 30.3 The maximum amount that could be paid into your account was set by the Government. If the amount paid in exceeds the subscription limit, any excess money will be deposited in the alternative bank account nominated on your application form. The nominated account must be an account that allows instant access to the money.
- 30.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 30.5 If you cease to be resident in the UK, or otherwise cease to qualify for the purposes of the ISA Regulations, you will retain the benefits of your account as at that date.
- 30.6 You may not have standing order or Direct Debit payments on your account.
- 30.7 Arranged overdrafts are not available on your account.
- 30.8 Cheque books are not available on your account.
- 30.9 Statements will be provided annually.
- 30.10 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account thereafter will not be exempt from tax.
- 30.11 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other

case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.

- 30.12 You may not transfer your account from one of our branches to another.
- 30.13 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 30.14 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.

## **31 MONEY DESK DEPOSIT**

- 31.1 Money Desk Deposit Accounts are available only to individuals and to all non-personal customers.
- 31.2 For administration purposes, we require you to open an instant access account (i.e. an account that does not require notice of withdrawal) with us in the same name as the Money Desk Deposit Account, if you do not hold one already. The instant access account will be used for the processing of funds placed on and maturing from your Money Desk Deposit Account, together with interest due to you. We do not require you to use the instant access account for any other purpose, although you may use it to access the Bank's other products and services if you so wish. We will need to complete appropriate identification checks before we can open your Money Desk Deposit Account.
- 31.3 You will provide us with separate operating instructions from time to time covering the use of an authorised signatory(ies) who can instruct us regarding the placement, renewal or disposal of deposits.
- 31.4 Accounts may be opened for 1 week, 1 month, 3 months, 6 months, 9 months or 1 year.
- 31.5 The minimum balance for fixed periods of 6 months or more is £2,500. For fixed periods of less than 6 months, the minimum balance is £10,000.
- 31.6 We will issue a confirmation letter showing maturity details for each deposit. On maturity you may renew the principal, renew the principal and interest or return funds to your instant access account. If we hold instructions from you for maturing deals, please advise us of any changes to the instructions no later than 2 working days prior to the day the term ends.
- 31.7 If an instruction is not held by us or received from you on the day of maturity, funds (principal plus interest) will roll over for the same term.
- 31.8 Rates for deposits are fixed when we accept the deposit. They will not change during the term.
- 31.9 Interest is paid on the day that the term ends. We pay interest to the relevant instant access account, or add it to the principal amount on renewal of the deposit. Any interest paid to a customer is subject to UK tax legislation. Non taxpayers may register to receive interest gross provided they comply with the relevant HMRC requirements. The law may change from time to time.
- 31.10 No additional lodgments are allowed on accounts during the term; however a separate account may be opened with the appropriate minimum balance.
- 31.11 Withdrawals are only permitted from the account on the maturity date. Withdrawals within the deposit term, whilst not normally permitted, may incur a charge; details of charges are available from your branch (individuals) or your Relationship Manager (non-personal customers). If a withdrawal is made prior to the end of the agreement and a smaller sum is available to invest, new account terms should be set.
- 31.12 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.

- 31.13 Only cleared funds from your instant access account are accepted to the Money Desk Deposit Accounts. Lodgments can only be accepted from existing customers between 8.30am and 4pm each business day. Lodgments can only be accepted from new customers between 8.30am and 3.15pm each business day.

## 32 CASH ISA PLUS

These Conditions are governed by the Individual Savings Account Regulations 1998, as amended from time to time, and any other applicable regulations and statutes (together called the "ISA Regulations"); and words and phrases have the same meaning in these Conditions as they have in the ISA Regulations, unless the context otherwise requires.

- 32.1 Cash ISA Plus accounts are available only to individuals who are aged 16 years or over, are resident and ordinarily resident in the UK for tax purposes or otherwise qualify for the account under the ISA Regulations.
- 32.2 Joint accounts are not permitted.
- 32.3 The account is available to you only if you have not subscribed to another cash ISA, or you have not invested the maximum amount in a Stocks and Shares ISA in the tax year in which the subscription is made to the account.
- 32.4 The balance of your account must remain in your beneficial ownership at all times. You must retain all the rights to your account at all times and may not transfer any rights.
- 32.5 If you cease to be resident in the UK, or otherwise cease to qualify for your account under the ISA Regulations, you will retain the benefits of your account up to that date but no further deposits to your account may be made until you become qualified for it again.
- 32.6 The maximum amount that can be paid into your account each tax year is set by the Government and may change from time to time. If the amount paid in exceeds the subscription limit and you have provided an alternative bank account with instant access, any excess money will be deposited into that account. If the amount paid in exceeds the subscription limit and you have not provided an alternative bank account with instant access, any excess money will be returned to you by cheque.
- 32.7 The current subscription limits are detailed in our brochure A guide to personal accounts fees and interest.
- 32.8 If no money is paid into your account for a whole tax year, you must complete a reactivation form before money can be paid in again.
- 32.9 You may not have your wage or salary paid directly into your account.
- 32.10 You may not have standing order or Direct Debit payments on your account.
- 32.11 Arranged overdrafts are not available on your account.
- 32.12 Cheque books are not available on your account.
- 32.13 Statements will be provided annually.
- 32.14 If you die, the interest earned on your account up to the date of your death will be exempt from tax. Any interest earned on your account afterwards will not be exempt from tax.
- 32.15 You may give us instructions to transfer your account to another account manager. If you instruct us to make the transfer within a set period of time, we will transfer your account within that period or within such longer period (not exceeding 30 days) as we reasonably need to carry out the transfer. In any other case, we will transfer your investment within such period (not exceeding 30 days) as we reasonably need to carry out the transfer.
- 32.16 Transfer of an ISA account from another account manager may be made at your request. You may not transfer an existing RBS Group ISA account (including existing Ulster Bank ISA accounts) to Cash ISA Plus.

- 32.17 You may not transfer your account from one of our branches to another.
- 32.18 We will tell you if we become aware your account is or will become no longer exempt from tax under the ISA Regulations.
- 32.19 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under these Conditions is competent to carry out those functions or responsibilities.
- 32.20 Subscriptions are only allowed either to Cash ISA or Cash ISA Plus in the same tax year, but not to both.
- 32.21 If subscriptions are paid into both a Cash ISA and Cash ISA Plus in the same tax year, the latter subscriptions will be returned to you.

Our main business is banking and financial services. We will provide you with banking services in accordance with the terms which apply to your account (which includes these Conditions).

We are authorised and regulated by the Financial Services Authority.

We are entered on the Financial Service Authority's register and our registration number is 122315.

We are a member of the Financial Ombudsman Service. If you make a complaint, and are not satisfied with the final response we give under our internal complaints procedure, you can ask for the complaint to be referred to the Ombudsman.

You can find out more about the Financial Ombudsman Service in a brochure available from any branch or by telephoning us on 0845 6033 738.

Alternatively, you can contact the Financial Ombudsman Service by writing to South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone on 0845 080 1800. Details are also available from the website of the Financial Ombudsman Service, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Ulster Bank Limited is a member of the Financial Services Compensation Scheme (FSCS). The Scheme can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim:

For deposits that are held in a bank or building society in the UK, the scheme will cover up to the greater of £50,000 or €50,000 per person. Deposits in all currencies are treated the same.

Most retail consumers (this includes private individuals and some small businesses) are eligible under the Scheme. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

[www.ulsterbank.co.uk](http://www.ulsterbank.co.uk)

This brochure is also available in Braille, in large print, on audiotape or on disc.  
Please contact your local branch for details or Textphone 0800 015 4422.

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Calls may be recorded.  
ULST 1571 NI April 2010