

Account Opening Form

Sole Traders, Small Partnerships

(of three partners or less) and any other unincorporated business

Contents

	Page
Introducing OneCard	2
Your Charge Card explained – Important information please read	3–4
Pre-Contract Information	5–7
Key details about your agreement for you to keep.	
Complete your details on page 5	
Terms and Conditions	8–21
Insurance Policies	22–30
This explains the details of Insurance policies	
Application Form	32–40
Complete the Application Form in full in the relevant sections	
1. Business Details	
2. Your OneCard Programme	
3. Cardholder details	
4. Management Information (optional)	
5. Travel Accident and Corporate Liability Waiver insurance benefits	
6. Your Agreement: Please read and sign in accordance with authority held by Bank	
Direct Debit Mandate – Please complete and sign	

Next Steps

To ensure that we can process your application as quickly as possible please ensure that you have:

1. Completed your details on page 5
2. Completed the application form in full and signed pages 39 and 42
3. Completed the Direct Debit form on page 44
4. Return pages 32–45 to us for processing.

OneCard from Ulster Bank lets you combine travel, entertainment and general business expenditure conveniently in one payment card.

OneCard is much more than a traditional business expenses card. It offers a simple way to manage your business expenditure with features such as the ability to set spending limits and restrictions. **OneCard** also comes with free access to a range of online reporting tools. From basic visibility of card payments using Cards Online or the more in-depth Smart Data Online that gives you access to management information online – so you can see at a glance who is spending what, and where. More control, more peace of mind.

Whatever size your business is today, or becomes in the future, **OneCard** gives you the flexibility you need to control your business purchases and manage your expenses.

Key features of OneCard

- Interest-free credit available for 37 days on purchases depending on date of transaction and payment of monthly balance in full and on time (by Direct Debit)
- Worldwide acceptance where you see the MasterCard sign
- Improved cost control
- Ability to set spending limits and controls
- Smart Data Online – a sophisticated but easy-to-use management information and reporting facility
- Travel Accident Insurance*
- Corporate Liability Waiver insurance**
- The potential to simplify invoicing processes
- **OneCard** has an annual fee of £32 per cardholder

OneCard is available to over 18s only, is for business spend only and is subject to lending criteria and Terms and Conditions. Ancillary fees may be applicable. Further information on charges can be found in the enclosed **OneCard** Terms and Conditions and also available to view on www.ulsterbank.co.uk/onecard

*Provided by Chubb European Group SE. Further information including policy details are enclosed.

**Provided by Jardine Lloyd Thompson Limited. Further information including policy details are enclosed.

YOUR CHARGE CARD EXPLAINED

IMPORTANT – PLEASE READ

Before you sign your charge card agreement (**Agreement**), it is important that you read the Pre-Contract Information document (**PCI**) carefully as it provides key details about your Agreement. Make sure you understand what is involved.

You should ask yourself the following questions:

1. Is this the right product for me?

Does the proposed charge card meet my needs and circumstances?

Do I understand how the Agreement will work?

- A charge card allows you to buy goods and services up to the credit limit on the card.
- You can also use a charge card for other purposes e.g. to withdraw cash (see section G of the PCI for the charge applicable to each cash advance).
- You will be sent a statement each month which will show the transactions made using your account. You will be required to pay the full amount outstanding on the account by the payment due date set out in the statement. The payment due date will depend on whether you have chosen an extended grace period. Please see conditions 3.1 and 5.2 of the Agreement for further details.
- *If you want to borrow over a long period then a charge card will not be an appropriate product for you as you are required to repay the full amount outstanding each month. A loan may offer a better option.*
- *A charge card is not suitable for repaying mortgage debt.*

2. How much will it cost me?

- You will have to pay an annual fee for **each card** that we may provide (see section D of the PCI). We will debit such fee(s) to your account.
- All other costs relating to the charge card can be found in sections D, E and G of the PCI. This includes details of the grace period fee, interest rates and various fees and charges that will apply. See also Conditions 5.1 to 5.3 of the **OneCard** General terms.
- Please consider whether you will be able to repay the full outstanding balance on the account each month.

3. What could happen if I can't keep up with my monthly repayments?

- Missing payments could have severe consequences for your finances. For example, it is very likely to make obtaining credit more difficult in the future as we are likely to report non-payment to the credit reference agencies and this will adversely affect your credit rating (which most lenders take into account when assessing any borrowing application).
- If you miss payments then you will also have to pay us charges. Details are set out at section E of the PCI.
- Missing payments may result in the amount outstanding increasing as interest will continue to accrue on any unpaid sums.
- You should always let us know if you are having difficulty managing your finances. You can also seek independent financial advice. We can let you have details of organisations that provide financial advice for free.

4. What may happen if I stop repaying what I owe under my Agreement?

- If you fail to repay what is owed, we may obtain a judgment from the court. This is often called a 'CCJ' and this is also likely to affect your ability to obtain further credit or make obtaining further credit more expensive. You will have to pay us the costs associated with us taking such legal action against you.
- We may be able to apply to the court for a charging order on any home or other property you own to enforce the judgment. A charging order normally means that when the property is sold, what is owed under the charging order must be paid out of the sale proceeds first.

In exceptional cases, a charging order could lead to repossession and sale of your home or other property to pay what you owe.

5. What happens if I change my mind after I sign the Agreement?

- You have a right to withdraw from the Agreement. Your withdrawal period starts on the day the Agreement is made, which is the day it is signed by us both. It ends 14 days after the latest of the following: (a) the day that the Agreement is signed by us both; (b) the day that we first inform you of your credit limit; or (c) the day that you receive an executed copy of the Agreement under section 63 of the Consumer Credit Act 1974.
- If you exercise this right, you must repay any balance outstanding on the charge card (excluding any card fee debited to the card account – any such card fee will be refunded to the account), together with any interest that is added to the balance until the repayment is made. You will have 30 calendar days to repay starting from the day after the day that you tell us that you want to withdraw.
- Further details are set out in section I of the PCI.

6. What features of my Agreement may operate significantly to my disadvantage?

- We can change the interest rates and charges that apply to your Agreement. This could operate to your disadvantage. For example, if you do not pay the outstanding balance on your account each month in breach of your Agreement and we increase an interest rate, the amount of interest payable by you will increase. We will give you advance notice of any interest rate change and you will have the opportunity to close your account.
- When you make a payment to your charge card account, we will use it to reduce your balance in a specific order as explained in section E of the PCI. Please check this carefully to ensure that you understand how we will allocate your payments.
- If your Business becomes subject to the commencement of any insolvency type proceedings, we have the right to suspend, restrict or terminate your use of the card.
- We may, at any time and without notice (subject to any statutory rights that you may have), set off the outstanding balance on your account and any other liability arising under the Agreement against any credit balance on any other accounts you hold with us.
- This is a business card facility intended to be used for business purposes only. If cards are used for non-business purposes, the cards may be withdrawn and we may ask you to repay any outstanding balances.

7. Where can I find more information or advice to help me decide?

- We are happy to answer any questions you may have about the Agreement. You may call us on 0345 300 7295. (Maximum call charge from a BT landline is 7p plus up to 6p per minute. Business rates and calls from other networks may vary.) We are open Monday to Friday from 8am to 6pm and on Saturdays and Bank Holidays from 9am to 1pm. In order to maintain the highest levels of service, we may record and monitor telephone calls.
- You may also wish to take advice from an independent financial advisor, charity (for example, Citizens Advice) or not-for-profit organisation.

8. Can I have more time to decide?

If this additional information document and the PCI have been given to you in person, you can take them away so that you can think more about what we are offering or compare our charge card with other charge cards before you decide whether or not to proceed with your Agreement with us.

Please note that provision of a PCI and Agreement does not oblige us to enter into an Agreement with you.

DON'T SIGN ANYTHING UNLESS YOU ARE ABSOLUTELY SURE YOU WANT TO PROCEED.

Pre-Contract Information

Credit Agreement regulated by the Consumer Credit Act 1974

This is a credit agreement between us, Ulster Bank Limited, Commercial Cards Division, PO Box 244, Belfast BT2 7AY whose Head Office is at 11-16 Donegall Square East, Belfast BT1 5UB and the Business signing the application form.

Sole Trader, 1st Member / Official or Partner name

Title Mr Mrs Miss Ms Other

First name

Surname

2nd Member / Official or Partner name

Title Mr Mrs Miss Ms Other

First name

Surname

3rd Partner name

Title Mr Mrs Miss Ms Other

First name

Surname

Name of business (to be completed by Sole Traders, Partnerships, Charities, Clubs, Societies and Associations only)

Business address line 1

Business address line 2

Business address line 3

Business address line 4 OR overseas country

Postcode

KEY FINANCIAL INFORMATION

A. Business Credit Limit	The Bank will set the monthly credit limit from time to time and will inform the Business of what it is. The Bank will set a Cash Advance Limit from time to time and will notify the Business of the applicable Cash Advance Limit.				
B. Repayment	Each month you must pay the full amount outstanding on the Business Account by the Payment Due Date. This Payment Due Date will be the Grace Period you have chosen from the Statement Date (see condition 3.1). A payment due on a non Business Day, will be payable on the next Business Day. Your first monthly Statement will normally be produced within one month of using the Business Account.				
C. APR	The APR will depend upon the Grace Period you have chosen as shown.				
Grace Period	7 days	14 days	21 days	25 days	28 days
APR (variable):	2.2%	7.9%	9.3%	9.9%	11.3%

OTHER FINANCIAL INFORMATION

D. Total Charge for Credit	The Total Charge for Credit will depend upon the Grace Period you have chosen. For details of the Grace Period Fee applicable, see Condition 5.2. The Total Charge for Credit is based on an example of £1,500 of credit (including the Annual Card Fee) drawn down at the start of the Agreement and repaid and redrawn in full at monthly intervals for a year (assuming only one card).				
Grace Period	7 days	14 days	21 days	25 days	28 days
Total Charge for Credit	£32	£113	£131	£140	£158

Which comprises the following amounts:

Grace Period Fee	£0	£81	£99	£108	£126
Annual Card Fee:	£32				

E. Interest Rates and Payment Allocation	<p>If you repay the full amount outstanding on the Business Account by the Payment Due Date (see Section B above), the Bank will not charge you any interest. If you do not pay the full amount outstanding on the Business Account by the Payment Due Date, we will charge interest on the outstanding balance (excluding sums on which interest is not charged – see below) at an annual rate of 19.2% p.a. (variable) on Cash Advances and on Purchases from the day after the Payment Due Date until full repayment is made to the Business Account. Interest on interest and charges is payable at the same rate as applies to the Transaction or item to which that interest or charge relates and from the day the interest or charges are debited to the Business Account.</p> <p>If interest becomes payable, interest is charged and calculated on the daily average balance for the Statement period and the interest charge is applied to the Business Account on the next Statement Date. Interest is not charged on Administration Fees or other fees which we may apply to your Account because you are in breach of this Agreement.</p> <p>Payments received by the Bank are applied to Transactions or items applied to the Business Account in the following order:</p> <ol style="list-style-type: none"> 1. towards interest, fees and charges shown on the Statement before those not shown as follows: <ul style="list-style-type: none"> • to interest charges; • to Annual Card Fees; • to Administration Fees or other fees which may be applied to the Account because the Business is in breach of the Agreement; and • to other fees and charges; 2. towards repayment of all Purchases shown on any Statement 3. towards repayment of all Cash Advances and shown on any Statement; 4. towards repayment of all Purchases made but not yet shown on any Statement; and 5. towards repayment of all Cash Advances and made but not yet shown on any Statement (See also Condition 3.1).
F. Changes to this Agreement	<p>We may from time to time change what we will charge you under this Agreement and other terms. We will give you at least two months' notice of any such changes (see also condition 14.2).</p> <p>In calculating the APR no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.</p>

KEY INFORMATION	
G. Other charges	<p>We will charge you:</p> <ol style="list-style-type: none"> 1) £10 Administration Fee if the full contractual re-payment is not received by the Payment Due Date or is returned unpaid; 2) interest on the outstanding balance (except items on which interest is not charged but a fee is payable as set out in Section G.1 above) if unpaid by the Payment Due Date (see Section B above) at an annual rate of 19.2% p.a. (variable) in respect of Cash Advances and Purchases and until paid in full; 3) an administrative charge for ancillary services (such as providing duplicate statements as stated in Condition 5.4(e) of the General Terms); 4) a foreign exchange commission fee of 2.75% of the transaction amount on each transaction that is not in Sterling (including the purchase of foreign currency); 5) on Cash Advances, a Cash Handling Fee which is 2% of the transaction amount (minimum charge £2); and £32 Annual Card Fee for each additional OneCard we provide.
H. Your right to settle your Agreement early	<p>Under the Consumer Credit Act 1974, you have a right to repay the outstanding balance due under the Agreement before the Payment Due Date either in full or in part. This is a statutory right available to you. Under the terms of this Agreement, there is no requirement to make payments other than the payment we notify to you on your statement. If you wish to exercise your statutory right to pay early, please call us on 0345 300 7295 or write to us at Ulster Bank, Commercial Cards Division, PO Box 244, Belfast BT2 7AY.</p>
I. Your right to withdraw from the Agreement	<p>You have a right to withdraw from the Agreement (without giving any reason). Your right of withdrawal will start on the day the Agreement is made (which is the day the Agreement is signed by us both) and it will end 14 days after the latest of the following:</p> <ol style="list-style-type: none"> (a) the day that the Agreement is signed by us both; (b) the day that we first inform you of your credit limit; or (c) the day that you receive an executed copy of the Agreement under section 63 of the Consumer Credit Act 1974. <p>If you wish to withdraw from the Agreement you must tell us by calling us on the number set out above in section H or by writing to us at the address set out in section H.</p> <p>You must repay all of the credit provided to you under the Agreement without delay and in any event within 30 days of the day after the day that you tell us you wish to withdraw. You will also have to pay any interest which has accrued up to the date you repay the credit to us. Where credit is drawn down during the withdrawal period, we will notify you, on request and without delay, of the amount of interest that is payable per day.</p>
<p>MISSING PAYMENTS Missing payments could have severe consequences and make obtaining credit more difficult.</p>	
<p>IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when it was made. If they were not, the Bank cannot enforce this agreement without a court order. The Act also gives you a number of rights:</p> <ol style="list-style-type: none"> 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement. 2) You can settle this agreement in part at any time by giving notice and paying off some of the amount you owe. <p>If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.</p>	
<p>THEFT, LOSS OR MISUSE OF THE CARD If your Card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc.</p>	
<p>CREDIT REFERENCE AGENCY INFORMATION Where, based on information obtained from a credit reference agency, we decide not to enter into an agreement with you, when notifying you that we are unwilling to enter into an agreement with you, we are required to inform you that this decision has been reached on the basis of information from a credit reference agency and of the particulars of that agency.</p>	

OneCard Terms and Conditions

Ulster Bank OneCard (Charge Card facility) Credit Agreement regulated by the Consumer Credit Act 1974

This is the OneCard Charge Card Agreement between us, Ulster Bank Limited, Commercial Cards Division, PO Box 244, Belfast BT2 7AY whose Head Office is at 11-16 Donegall Square East, Belfast BT1 5UB and you the Business signing the application form.

Key Financial Information

A. Business Credit limit

We will set your business credit limit from time to time and tell you what it is. We will set a Cash Advance Limit from time to time and will notify you of the applicable Cash Advance Limit.

B. Repayments

Each month you must pay the full amount outstanding on the Business Account by the Payment Due Date. This Payment Due Date will be the Grace Period you have chosen or the Bank has notified from the Statement Date (see condition 3.1). A payment due on a non Business Day, will be payable on the next Business Day. Your first monthly Statement will normally be produced within one month of using the Business Account.

C. APR

APR	The APR will depend upon the Grace Period you have chosen as shown:				
Grace Period	7 days	14 days	21 days	25 days	28 days
APR (variable)	2.2%	7.9%	9.3%	9.9%	11.3%

Other Financial Information

D. Total charge for credit

The Total Charge for Credit will depend upon the Grace Period you have chosen. For details of the Grace Period Fee applicable, see Condition 5.2. The Total Charge for Credit is based on an example of £1,500 of credit (including the Annual Card Fee) drawn down at the start of the Agreement and repaid and redrawn in full at monthly intervals for a year (assuming only one card).

Grace Period	7 days	14 days	21 days	25 days	28 days
Total Charge for Credit	£32	£113	£131	£140	£158
Which comprises the following amounts:					
Grace Period Fee	£0	£81	£99	£108	£126
Annual Card Fee	£32				

E. Interest Rates and Payment Allocation

If you repay the full amount outstanding on the Business Account by the Payment Due Date (see Section B above), the Bank will not charge you any interest. If you do not pay the full amount outstanding on the Business Account by the Payment Due Date, we will charge interest on the outstanding balance (excluding sums on which interest is not charged – see below) at an annual rate of 19.2% p.a. (variable) on Cash Advances and on Purchases from the day after the Payment Due Date until full repayment is made to the Business Account. Interest on interest and charges is payable at the same rate as applies to the Transaction or item to which that interest or charge relates and from the day the interest or charges are debited to the Business Account.

If interest becomes payable, interest is charged and calculated on the daily average balance for the Statement period and the interest charge is applied to the Business Account on the next Statement Date. Interest is not charged on Administration Fees or other fees which we may apply to your Account because you are in breach of this Agreement.

Payments received by the Bank are applied to Transactions or items applied to the Business Account in the following order:

1. towards interest, fees and charges shown on the Statement before those not shown as follows:
 - to interest charges;
 - to Annual Card Fees;

- to Administration Fees or other fees which may be applied to the Account because the Business is in breach of the Agreement; and
- to other fees and charges;
2. towards repayment of all Purchases shown on any Statement;
3. towards repayment of all Cash Advances and shown on any Statement;
4. towards repayment of all Purchases made but not yet shown on any Statement; and
5. towards repayment of all Cash Advances and made but not yet shown on any Statement (see also Condition 3.1).

F. Changes to this Agreement

We may from time to time change what we will charge you under this Agreement and other terms. We will give you at least two months' notice of any such changes (see also condition 14.2).

In calculating the APR no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.

KEY INFORMATION

G. Other charges

We will charge you:

1. £10 Administration Fee if the full contractual repayment is not received by the Payment Due Date or is returned unpaid;
2. interest on the outstanding balance (except items on which interest is not charged but a fee is payable as set out in Section G.1 above) if unpaid by the Payment Due Date (see Section B above) at an annual rate of 19.2% p.a. (variable) in respect of Cash Advances and Purchases and until paid in full;
3. an administrative charge for ancillary services (such as providing duplicate statements as stated in Condition 5.4(e) of the General Terms);
4. a foreign exchange commission fee of 2.75% of the transaction amount on each transaction that is not in Sterling (including the purchase of foreign currency);
5. on Cash Advances, a Cash Handling Fee which is 2% of the transaction amount (minimum charge £2); and
6. £32 Annual Card Fee for each additional OneCard we provide.

H. Your right to settle your Agreement early

Under the Consumer Credit Act 1974, you have a right to repay the outstanding balance due under the Agreement before the Payment Due Date either in full or in part. This is a statutory right available to you.

Under the terms of this Agreement, there is no requirement to make payments other than the payment we notify to you on your statement. If you wish to exercise your statutory right to pay early, please call us on 0345 300 7295 (Minicom 0370 154 1192) or write to us at Ulster Bank, Commercial Cards Division, PO Box 244, Belfast BT2 7AY.

I. Your right to withdraw from the Agreement

You have a right to withdraw from the Agreement (without giving any reason). Your right of withdrawal will start on the day the Agreement is made (which is the day the Agreement is signed by us both) and it will end 14 days after the latest of the following:

- (a) the day that the Agreement is signed by us both;
- (b) the day that we first inform you of your credit limit; or
- (c) the day that you receive an executed copy of the Agreement under section 63 of the Consumer Credit Act 1974.

If you wish to withdraw from the Agreement you must tell us by calling us on the number set out above in section H or by writing to us at the address set out in section H.

You must repay all of the credit provided to you under the Agreement without delay and in any event within 30 days of the day after the day that you tell us you wish to withdraw. You will also have to pay any interest which has accrued up to the date you repay the credit to us. Where credit is drawn down during the withdrawal period, we will notify you, on request and without delay, of the amount of interest that is payable per day.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when it was made. If they were not, the Bank cannot enforce this agreement without a court order. The Act also gives you a number of rights:

1. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
2. You can settle this agreement in part at any time by giving notice and paying off some of the amount you owe.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your Card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc.

This Charge Card Agreement comprises the sections A to I above together with the **OneCard** General Terms. You can request a copy of the Agreement at any time during the duration of the Agreement. The statutory notices and references to the Consumer Credit Act 1974 are only applicable to agreements governed by the Act and are not therefore relevant to (i) limited companies (ii) partnerships with 4 or more partners (iii) partnerships of 2 or 3 partners all of whom are incorporated; or (iv) sole traders or partnerships of 2 or 3 partners (not all of whom are incorporated) where the credit limit exceeds £25,000 and the Bank expects the Business to draw down on an amount of credit exceeding £25,000 at any time during the life of the Agreement. **The above notices in H, I and "Important – Read This Carefully To Find Out About Your Rights", will not apply.**

OneCard General Terms

Definitions

"Account" means the account which the Bank opens and maintains for each Card to be used and each reference to an **"Account"** or **"the Account"** includes all "Accounts";

"Additional Card" means any Card subsequently added to the Business Account after the making of the Agreement;

"Additional Features" means any additional products or services which the Bank may offer or make available to the Business and/or Cardholders subject to such terms and conditions as notified to the Business and/or the Cardholder from time to time;

The **"Agreement"** means the Agreement between the Bank and the Business and which comprises the Application Form, any Cardholder Application Forms and any other document(s) which the Business is required to execute for the provision of the Card Facility and the Smart Data Online Services, these General Terms and any changes or amendments to them as notified by the Bank to the Business from time to time;

The **"Annual Card Fee"** means the annual fee for each Card which is charged for each year or part of a year during which an Account is maintained. This fee is charged at Business Account opening and yearly thereafter;

The **"Application Form"** means the "Application and Agreement Form" that the Business has completed in respect of its application for a Card Facility;

"APR" means the cost of credit calculated on an annual basis under the Consumer Credit Act 1974;

"Authorised Signatory" means any person who the Business have advised the Bank are authorised to sign on behalf of the Business including, where relevant the Programme Co-ordinator;

The **"Bank"** means Ulster Bank Limited;

The **"Business"** means the person entity or body who entered into this Agreement and it includes any corporate body including a Limited Liability Partnership, an Individual and any non-corporate body including a Sole Trader, Partnership, Association, Charity, Club or Society.

The **"Business Account"** means the account opened and maintained by the Bank in the name of the Business.

The **"Business Credit Limit"** means the maximum amount of credit which the Bank agrees to provide to the Business.

"Business Day" means a day (other than a Saturday or Sunday or a national holiday) when the Bank is ordinarily open for business in the City of London.

The **"Card"** means any Ulster Bank MasterCard **OneCard** provided under this Agreement and any reference to **"a Card"** or **"the Card"** means all Cards;

The **"Card Facility"** means the credit facility provided by the Bank under the Agreement whereby credit is provided through the use of the Cards;

The **"Cardholder"** means the officer or employee of the Business authorised to receive a Card on behalf of the Business, as notified to the Bank on the Application Form and/or Cardholder Application Forms;

"Cardholder Application Form" is the form used by the Business to request the issue of a Card to the person nominated on the form being an officer or employee of the Business;

The **"Cardholder Credit Limit"** means the maximum debit balance which is allowed on an Account as agreed between the Bank and the Business;

"Cardholder Maintenance Request" means any advice, request, instruction or communication which is received by the Bank through the Smart Data Online System or otherwise relating to the Smart Data Online System or the Smart Data Online Services;

"Cash Advances" means the use of a Card to withdraw cash from cash machines or over the counter or the purchase of foreign currency;

"Cash Handling Fee" means the fee levied for the use of a Card to obtain a Cash Advance;

"Documentation" means any Documentation provided by the Bank or otherwise available on request (including any business guides or Cardholder Maintenance Guides) which describes the Smart Data Online System and/or the Smart Data Online Services;

The **"Effective Date"** means the date of the Agreement;

"General Terms" means these terms and conditions and any amendments to them as notified by the Bank to the Business from time to time

The **"Grace Period"** means the number of days between the Statement Date and the Payment Due Date;

"MasterCard" means MasterCard International Corporation, the payment scheme network (and, where relevant any other companies which are part of MasterCard's group of companies);

The **"Payment Due Date"** means the date by which payment must be received and is the Statement Date plus the number of days in the Grace Period;

"Password" means the Password chosen by You and Your Cardholders for use with the Card which is requested by the Bank as a means of identification when You and Your Cardholders call the **OneCard** Helpline number and the Password the Business and the Cardholders will use when making Transactions on the internet;

"PIN" means the Personal Identification Number that the Bank issues for use with a Card;

“**Programme Co-ordinator**” or “**Point of Contact**” means any person who the Business have advised the Bank is authorised to make administrative changes in respect of Accounts, including requesting changes to Cardholder Credit Limits;

“**Purchases**” means the use of a Card to purchase goods or services whether in person, by mail order, over the telephone, over the Internet or such other means as is permitted from time to time;

“**Recurring Transaction**” means a payment made in connection with an agreement between the Business and a merchant whereby the Business has authorised the merchant to bill the Card account on a continued, periodic basis (such as monthly, quarterly, or annually) without specified end date. Each payment may be for a variable or fixed amount;

“**Smart Data Online Services**” means the provision of any electronic management information and related services supplied by the Bank via (or initiated via) the Smart Data Online System from time to time, as further described in the Documentation;

“**Smart Data Online System**” means the electronic information management system (as amended from time to time) as further described in the Documentation, which is made available by the Bank to the Business;

“**Smart Data User(s)**” means any of the Business’ employees or agents (including any Cardholders) whom from time to time the Business appoints to use the Smart Data Online System and/or the Smart Data Online Services;

“**Status Enquiry Authority**” means the form completed by the Business which authorises the Bank to undertake the necessary checks to establish credit worthiness;

“**Transactions**” means Cash Advances and/or Purchases;

“**User**” means any official or employee who is authorised by the Business to use a Card issued by the Bank in his or her name.

1 Issue of Cards

1.1 When the Business enters into this Agreement, the Bank agrees to issue a single Card to the Business for use with the Business Account. The Business may apply for the Bank to issue Additional Cards to nominated Cardholders named in the Application Form or at any time nominated by the Business. The Bank may at its sole discretion choose whether or not to issue an Additional Card to a nominated Cardholder. The Business authorises the Bank to issue Cards and a PIN to a nominated Cardholder. Each Cardholder is authorised by the Business to use the Card and authorise Transactions on the Business’ behalf which the Business is liable for.

1.2 Each Card and the related PIN and Passwords will be issued by the Bank to the Business in accordance with these General Terms, and will bear the name of the Cardholder and the name of the Business. Each Card may be used only by the Cardholder named on it.

1.3 The Bank may at any time (and in accordance with such notice as may be required under this Agreement or by statute) and without affecting Your obligations under this Agreement which shall remain in force, terminate, suspend or restrict a Cardholder’s use of a Card or refuse to issue or replace a Card and/or reduce any agreed Cardholder Credit Limit, Business Credit Limit, and/or Cash Advance Limit if it reasonably considers it necessary for reasons relating to the following:

- (a) the Bank is concerned about the security on the Business Account;
- (b) the Bank suspects that a Card or the Business Account and/or any Account is being used or might be used in breach of the Agreement or in an unauthorised or fraudulent manner;

- (c) if there is a change in the Business’ financial circumstances giving the Bank reasonable grounds for believing there to be a significant risk that the Business will have difficulty paying the Bank including in the circumstances set out in Condition 3.5(a)-3.5(g). Prior notice will be given to the Business by the Bank before it takes any action unless it is unable to do so or it would be illegal or would compromise security of the Business Account, in which case it will inform the Business afterwards. Suspension or termination of the Card(s) or Account will not affect the Business’ obligations under this Agreement which shall continue in force.

1.4 The Bank may at any time refuse to authorise a Transaction for any of the following reasons:

- (a) any of the reasons set out in Condition 1.3;
- (b) if there is insufficient credit available on the Account to cover the amount of the Transaction;
- (c) in the event of systems or software failures or errors;
- (d) the Bank considers the Transaction to be potentially suspicious or illegal, for example, if the Bank suspects fraud or the identity of the person using the Card;
- (e) errors, failures or refusals by merchants, payment processors or payment schemes processing Transactions;
- (f) if the Business has requested some form of restriction to be placed on a Card or on Transactions;
- (g) the merchant involved falls within a category that we have determined poses a high risk of not providing the goods or services you are expecting, or we determine that the transaction falls within a category that poses a high risk of financial loss to our customers.

1.5 If the Bank refuses a Transaction, it will notify the Business at the point of the transaction orally or in writing depending on the nature of the transaction being made. The Business may find out the reasons for the refusal and correct any information we hold which may have led to the refusal by telephoning 0345 300 7295 (Monday to Friday, 8.00am to 6.00 pm, Saturday 9.00 am to 13.00).

1.6 Without prejudice to Condition 2.6(c), the maximum debit balance allowed on each Account is the Cardholder Credit Limit. The maximum debit balance allowed on the Card Facility is the Business Credit Limit as notified by the Bank from time to time. Unless agreed otherwise, the Bank may allow the Cardholder Credit Limit to be exceeded as long as the Business Credit Limit is not exceeded.

1.7 The Bank may restrict the proportion of the Business Credit Limit which may be used as Cash Advances. If the Bank does this, it will inform the Business. The Bank may also restrict the amount the Business may draw as Cash Advances within any one 24 hour period.

1.8 The Business or a Cardholder can give instructions through third parties that the Business or Cardholder has authorised to act on their behalf, for example third party providers (like account aggregator services).

2 Use of Cards

Authorising Transactions

2.1 A Transaction will be regarded as authorised by the Business where the Business or a Cardholder:

- (a) authorises the transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the transaction, which may include:
 - entering the PIN or providing any other security code;

- signing a sales voucher;
- providing the Card details and/or providing any other details requested;
- waving or swiping the Card over a card reader.

The authorisation of a Transaction can include authorising any single Transaction, a series of Recurring Transactions (including Transactions for an indefinite period), or pre-authorising a future Transaction of a certain or uncertain amount.

- (b) inserts a Card and their PIN and makes a request for a Cash Advance at an ATM or at any bank counter; or
- (c) orally or in writing provides the Card details to the Bank or the Bank's representative and requests a Balance Transfer, Cash Advance or money transfer from the Account;
- 2.2 In the event that a Transaction has not been authorised, the Business or Cardholder may authorise a Transaction after it has been made by providing its consent to the Transaction orally or in writing.
- 2.3 Authorisation for a Transaction may not be withdrawn (or revoked) by the Business or the Cardholder after the time it is provided by the Cardholder. However, the following Transactions may be withdrawn at a later date as follows:
- (a) any Transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn so long as notification was provided no later than close of business on the Business Day before it was due to take place; or
- (b) Recurring Transactions may be withdrawn if they are to occur after the date of withdrawal.
- 2.4 The Business or a Cardholder may sometimes use a Card to authorise a payment where the amount that is to be paid is not known, for example when checking into a hotel or hiring a car. If this happens the Business or a Cardholder should be asked to confirm the exact amount that will be blocked on the Account. If the Business or a Cardholder has agreed that an exact amount can be blocked, the Bank will reduce the available funds and that amount will not be available for use. Once the Bank becomes aware of the amount of the transaction, the Bank will restore the available funds. If the Business or a Cardholder makes the payment using a different card or payment method, the Bank will not know that payment has been made and it may take the Bank longer to restore the available funds, but the Bank will usually release the blocked funds after 7 days.
- 2.5 If a Transaction is authorised by the Bank, that Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Business Credit Limit. Funds to cover authorised Transactions received by the Bank will be paid over to the merchant acquirer by the next business day following receipt by the Bank of the instruction to make payment and may take an additional day if authorised using a paper based authorisation process.
- 2.6 A Transaction (the payment order) will be received as follows:
- (a) for Purchases and ATM transactions, at the time the Bank receives the Transaction instruction from the merchant acquirer or ATM operator; and
- (b) for any Transaction communicated directly to the Bank, at the time the Business ask the Bank to complete the Transaction. If a Transaction is received after 6 pm, the Transaction instruction or request will be deemed to have been received by the Bank on the following Business Day. The receiving bank account is usually credited on the day that the Business Account is debited (and in any event within 1 Business Day following

receipt by the Bank of the payment instruction and may take an additional day if authorised using a paper based authorisation process).

Cardholder Card Usage

- 2.7 The Business undertakes that each Cardholder will:
- (a) sign the Card bearing his/her name immediately upon receiving it and will not use that Card nor part with possession of it before signing it;
- (b) not disclose the number appearing on the relevant Card to any third party except for the purpose of a Transaction in connection with the use of the relevant Card or of notifying the Bank of the loss, theft or possible misuse of the Card;
- (c) not exceed the Cardholder Credit Limit for the Card as notified to the Business by the Bank from time to time;
- (d) not use the Card before or after the period for which it is stated to be valid or after any notification of its cancellation or withdrawal is given to the Business either by the Bank, or by a person acting on behalf of the Bank and not use the Card before or after the time that the Cardholder is authorised to be a Cardholder by the Business or after the time that such authority has been terminated;
- (e) use the Card as the agent of the Business;
- (f) use the Card for the purposes of the Business only and not for any personal spending;
- (g) adhere to these General Terms and any variations, additions or amendments as notified to the Business or the Cardholder by the Bank from time to time;
- (h) if a PIN is issued with the Card, memorise the PIN, avoid recording the PIN in a way that might be recognised by someone else and will not disclose the PIN to any person;
- (i) ensure the PIN and any Passwords are not made known to any unauthorised person. If the Business or a Cardholder gives their online password and log in details to a third party provider, the third party provider will be able to see and do anything on the Business or Cardholder's account that the Business or Cardholder can. The Bank is not responsible for what the third party provider does with the Business or Cardholder's details or account information; and
- (j) not use the Card to carry out Transactions for illegal purposes.

Business Obligations in relation to Cards

- 2.8 The Business undertakes that it will:
- (a) notify the Bank immediately if any Cardholder ceases to be an Authorised Signatory, or leaves the Business, or if the address of the Business changes; and
- (b) meet all expenditure and other charges and interest incurred through the use of all Cards issued to it by the Bank, unless a refund is lawfully due, including where the Cardholder Credit Limit and/or the Business Credit Limit may have been exceeded or the Cardholder continues to use the Card after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or the Cardholder uses the Card in breach of their obligations to the Business; and
- (c) maintain an internal policy or other guidance requiring Cardholders to use Cards for the purposes of the Business only and not for any personal spending;
- (d) adhere to these General Terms and any variations, additions or amendments as notified to the Business from time to time; and

- (e) notify the Bank without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Account) where the Business knows or suspects a payment has been wrongly executed or executed late.

2.9 The Business may be entitled to claim a refund in relation to Transactions where:

- (a) a Transaction was not authorised under this Agreement;
- (b) the Bank is responsible for a Transaction which was incorrectly executed and the Business or Cardholder notified the Bank in accordance with Condition 2.7(d);
- (c) a pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than the Cardholder could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction.

A claim for a refund in these circumstances will not be accepted if:

- the amount of the Transaction was made available to the Business or Cardholder at least 4 weeks before the Transaction date; or
- it is made more than 8 weeks after being debited to the Account.

2.10 All Transactions will be debited to the relevant Account and to the Business Account and a statement showing Transactions charged to the Business Account and any interest or charges incurred will be sent to the Business once during each month (the "Statement"). The Business will examine the Statements carefully upon receipt, and contact the Bank as soon as possible, preferably within four weeks, with any queries.

2.11 The Statement will show:

- (a) information relating to each Transaction which will enable it to be identified;
- (b) the amount of the Transaction shown in the currency in which the transaction was paid or debited to the Business Account;
- (c) the amount of charges for the Transaction and the interest payable;
- (d) any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made; and
- (e) the date the Transaction is authorised and posted on to the Business Account

2.12 Statements will be provided either by post or by electronic means.

3 Payment by the Business

3.1 The Statement will constitute a proper demand for payment. Payment of the full amount required that month shall be made by the Business by a single payment within the number of days from the date of the Statement (the "Statement Date") as is agreed between the Bank and the Business and as indicated on the Application Form or as notified by the Bank to the Business in accordance with Condition 11.1 (the Grace Period) and, for the avoidance of doubt, by no later than the Payment Due Date. The Bank will send a Statement to the Business once during each month except where there has been no movement on the Business Account during the period to which the Statement relates and the balance of the Business Account is nil. The Business is required to pay, without further demand being made, any arrears from previous Statements. The Bank may include the amount of any arrears in Statements and arrears may be added to the

amount required that month to show the total amount you must pay to the Bank.

Any payment the Bank receives (or part of it) will be treated as paying off any arrears on your Business Account before being treated as paying sums due from your most recent Statement.

3.2 On or before the Payment Due Date the Business must repay the full amount outstanding on the Business Account.

3.3 The Business shall make the payment by presenting to its bank a request for payment by direct debit and irrevocably authorising its bank to pay all such requests upon presentation.

3.4 Payments received by the Bank will only be treated as having been made when cleared funds have reached the Business Account and will be applied to the Transactions or items applied to your Business Account in the following order:

- (a) towards interest, fees and charges shown on the Statement before those not shown as follows:
- To interest charges;
 - To Annual Card Fees;
 - To Administration Fees or other fees which may be applied to the Business Account because the Business is in breach of the Agreement; and
 - To other fees and charges;
- (b) towards repayment of all Purchases shown on any Statement;
- (c) towards repayment of all Cash Advances shown on any Statement;
- (d) towards repayment of all Purchases made but not yet shown on any Statement; and
- (e) towards repayment of all Cash Advances made but not yet shown on any Statement.

3.5 The whole of the outstanding balance on the Business Account together with any interest and charges and the Annual Card Fee (if outstanding in whole or in part) shall become immediately due and payable without demand or notice from the Bank subject to any statutory regulations if:

- (a) the Business becomes unable to pay its debts within the meaning of article 103 or 242 of the Insolvency (Northern Ireland) Order 1989; or
- (b) in the case of a company, any step is taken by any person with a view to the appointment of an administrator, whether out of court or otherwise, in relation to the Business or a resolution is passed or a petition or application is presented to the court for the winding up or administration of the Business or for any form of moratorium or the Business passes a resolution for voluntary winding up (otherwise than for the purpose of reconstruction while solvent); or
- (c) in the case of a partnership, the partnership is dissolved; or
- (d) in the case of a Trust, Council or similar organisation, the Business is dissolved (other than under a bona fide amalgamation scheme where the liabilities of the Business are transferred to a successor authority or body); or
- (e) the Business compounds with or enters into any arrangement with creditors; or
- (f) any distress, execution or diligence is levied or threatened to be levied upon any of the property or assets of the Business; or

- (g) a receiver or an administrative receiver is appointed over any of the property or assets of the Business or the Business suffers a judgment or decree to be taken against it and such judgment or decree remains unsatisfied for 14 days.
- 3.6 The Business agrees that the Bank may at any time disclose any information regarding the Business Account of any Account to any party involved in processing Transactions or otherwise fulfilling the Bank's obligations under the Agreement or to MasterCard or to any body who provides a service to the Bank or to customers of the Bank for the purpose of enabling it to provide such services and for no other purpose whatsoever providing that any such body agrees to keep all information received confidential and secure.
- 3.7 If when the Business opened its Business Account the Bank activated an option which sent statements to Cardholders in respect of Transactions incurred on each Account and enabled payment to be made by Cardholders to the Bank, the following provisions will apply:
- 3.7.1 the Bank will send a statement each month to each Cardholder showing Transactions and interest and/or charges incurred on each Account and where references are made to the Statement in this Agreement, they shall include a reference to each Cardholder Statement. The Business shall ensure that the Cardholder examines each Cardholder Statement and reports any queries to the Business or to the Bank in accordance with Condition 2.9 above;
- 3.7.2 notwithstanding the above, a Cardholder Statement will not constitute a proper demand for payment. Only the Statement sent to the Business in relation to the Business Account will constitute such a demand. The Business must make payment as set out in Condition 3.3 above, but it is acknowledged that the Bank may receive payment on behalf of the Business from Cardholders in relation to amounts shown on Cardholder Statements. If the Cardholder fails to pay an amount due on a Cardholder Statement then the Business must pay this amount when we ask it to. For the purposes of determining whether payments have been made and if interest and/or charges are payable, the Bank will treat the amounts due on Cardholder Statements as equivalent to demands for payment;
- 3.7.3 in Condition 3.4, references to the Business Account shall instead be references to the Account. Payments received from Cardholders will be applied to Transactions or items applied to each Account in the order set out in Condition 3.4; and
- 3.7.4 the charges and/or interest set out in the Agreement will be calculated in respect of Transactions or items applied to each Account. Any such interest and/or charges will be applied to each Account. The Grace Period Fee for a Grace Period of 14 days will be nil (Centrally Billed card).
- 3.7.5 You must not create a credit balance on any Account by overpaying to a Card. We may return any credit balance to you.

4 Set Off

- 4.1 The Bank may at any time and without notice (subject to any provisions for the protection of a debtor afforded by statute) set off the outstanding balance on the Business Account and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business (in any currency) held with the Bank. The Bank may also, on the occurrence of any of the events referred to in Condition 3.5, or upon termination in accordance with Condition 11:
- (a) combine the Business Account with any other account(s) of the Business held with the Bank; or
- (b) open a new account in the name of the Business in substitution for the Business Account and debit the new account with any outstanding balance on the Business Account under any such liability. Nothing in any of the terms of the Agreement shall prejudice or affect any other rights which the Bank may have.

5 Interest and Charges

- 5.1 The Business will pay to the Bank such interest and charges (and on such basis) as has been communicated by the Bank to the Business. The Bank may vary such interest and charges (and/or the basis on which they are payable) from time to time in accordance with Condition 14.2 and any such variation will not be retrospective. The Bank may also charge for providing additional duplicate statements. The amount of the applicable charge is stated at Condition 5.4(e) below.
- 5.2 The monthly interest rates and fees for the different Grace Period ("Grace Period Fees") applicable to the Business Account are as set out in the table of charges below:

Fee Structure

Card Type	OneCard Charge Card
Monthly Interest Rate on Cash Advances (which includes cash withdrawals and the purchase of foreign currency)	1.6%
Monthly Interest Rate on Purchases, Annual Card Fee, foreign exchange commission fees and any administrative charge for ancillary services	1.6%

Grace Period – Monthly Fees

Card Type	7 days	14 days	21 days	25 days	28 days
Charge Card	free	0.45%*	0.55%*	0.60%*	0.70%*

* Grace Period fee is calculated as this percentage of the outstanding balance.

- 5.3 (a) A Cash Handling Fee of 2% (minimum £2) is payable on each Cash Advance (including cash withdrawals and the purchase of foreign currency).
- (b) Transactions will be carried out in Sterling. Foreign Card Transactions will be converted into Sterling using the exchange rate used by the payment scheme as applicable on the date it processes the transaction <https://www.mastercard.com/global/currencyconversion/index.html>. There will be added a foreign exchange commission fee of 2.75% of the Transaction value.
- 5.4 (a) If the Business repays the full amount outstanding on the Business Account (the "Outstanding Balance") by the Payment Due Date shown on the Statement, the Bank will not charge the Business any interest.

- (b) If the Business does not pay the Outstanding Balance by the Payment Due Date the Bank will charge interest on that Outstanding Balance (excluding sums on which interest is not charged) at the rates set out in the table in Condition 5.2 above until full repayment is made to the Business Account. Interest on interest and charges is payable at the same rate as applies to the Transaction or item to which that interest or charge relates and from the day the interest or charges are debited to the Business Account.
- (c) If interest becomes payable, interest is calculated on the average daily balance for the Statement period and the interest charge is applied to the Business Account on the next Statement Date.
- (d) If the contractual repayment shown in the Statement is not received by the Payment Due Date (or is returned unpaid) an Administration Fee of £10 will be charged in addition to the interest.
- (e) Ancillary fees may become payable, such as for duplicate statements (£1 per sheet, max £40) and an emergency replacement card (£75).
- (f) Interest is not charged on administration fees or other fees which we may apply to your Business Account when you are in breach of this Agreement.

5.5 The Bank will debit to the Business Account the amount (if any) of any tax, duty or other charge levied on the Business Account by any competent authority in connection with this Business Account and which the Bank may pay to such authority on your behalf.

6 Return of Cards

- 6.1 All Cards are and remain the property of the Bank at all times. The Business is responsible for:
- (a) recovering and returning all Cards issued to it if the Bank or its agents so request; and
 - (b) recovering and destroying any Card issued to a Cardholder should that Cardholder cease to be employed by the Business or cease to be authorised to use a Card.
- 6.2 Where Cards are returned to the Bank they must be cut in two vertically through the magnetic strip and through the part of the Card containing the Chip.
- 6.3 The Business undertakes to advise all originators of recurring authority Transactions (e.g. direct debits), that the Card(s) has (have) been cancelled. The Business is advised to retain copies of such cancellation notices.
- 6.4 In addition to any other rights it may have the Bank may, suspend or terminate the use of the Card(s), Accounts and/or Business Account, with immediate effect or it may refuse to reissue, renew or replace any Card if it reasonably considers it necessary:
- (a) for security reasons;
 - (b) where the Business materially breaches the Agreement;
 - (c) where the Bank suspects unauthorised or fraudulent use of the Card(s), Account, or Business Account; or
 - (d) if any other circumstances occur which cause the Bank to reasonably believe that there has been a significantly increased risk that the Business' obligations to the Bank may not be met. Unless there is a security or other legal reason not to, the Bank will notify the Business either before it takes action, or immediately after, and give reasons for doing so. Suspension or termination of the Card(s), Account or Business Account will not affect the Business' obligations under this Agreement which shall continue in force.

- 6.5 In addition to any other rights it may have, the Bank also reserves the right at any time and without notice to cancel or suspend the right to use any PIN or Passwords entirely or in respect of specific functions or Transactions for security reasons, without in any event affecting the Business' obligations under this Agreement which shall continue in force.

7 Lost, Stolen or Misused Cards and Unauthorised, Late or Incorrectly Executed Payments

- 7.1 If any Card is lost, stolen or misused, or if the PIN or Password is known to an unauthorised person, the Cardholder must notify the Bank without undue delay by visiting one of our branches or by phoning 0800 0964 743 (Minicom 0800 141 3999) (24 hours), or from abroad, on +44 1423 700545. If a Card is subsequently found it must not be used but should be destroyed by cutting it in two vertically across the magnetic strip and through the part of the Card containing the Chip. Also, the Bank should be advised by telephone.
- 7.2 Provided the Business has notified the Bank of the loss, theft or misuse of a Card or that the PIN or Password is known to an unauthorised person in accordance with Condition 7.1, and unless the Business or a Cardholder acts fraudulently, the maximum liability of the Business will be £25 for any losses arising from the use of any Card by any unauthorised person. If the Business or any Cardholder was not able to detect the loss, theft or misuse of the card prior to the payment, or if the unauthorised transaction was the Bank's fault, the Business will not be liable for any loss. If someone carries out an unauthorised Transaction using Card details on the Internet or by telephone or mail order, the Business will not be liable for the unauthorised Transaction.
- 7.3 The Business will nevertheless be liable for all losses to the Bank arising from Transactions undertaken by any person obtaining possession of any Card with the Business' or the Cardholder's consent.
- 7.4 The Business and the Cardholders will assist the Bank or its agents in the investigation of the loss, theft or possible misuse of the Cards or the disclosure of the PINs or Passwords and will assist the Bank to recover the Cards. The Business and the Cardholders consent to the disclosure to third parties of any relevant information concerning the Business Count or Account in connection with such matters.
- 7.5 If a Transaction was incorrectly executed or executed late, the Business must notify the Bank without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Business Account) on +44 1268 508020 (Minicom 0800 141 3999).
- 7.6 If the Bank suspects or becomes aware that the Business Account may be subject to fraud or security threats, the Bank will contact the Business via the most recent contact details the Bank holds on record for the Customer or Cardholder. This may include a mobile phone number, landline number, postal address or email address.

The Bank will never:

- Phone the Business or a Cardholder to ask for a four-digit card PIN or online banking password, for example by tapping them into the telephone keypad.
- Ask the Business or a Cardholder to withdraw money to hand over to the Bank for safe-keeping.
- Ask the Business or a Cardholder to transfer money to a new account for fraud reasons.

- Send someone to the Business's premises to collect any cash, PINs, Cards or cheque books if the Business or a Cardholder is a victim of fraud.
- Ask the Business or a Cardholder to purchase goods using a Card and then hand them over for safe-keeping.

When using a card on the internet, the Business or a Cardholder may be required to enter a One Time Passcode to complete the transaction. The One Time Passcode will be sent by text message to the mobile number the Cardholder has registered with the Bank.

- 7.7 If a Transaction was not authorised by the Business, the Business is entitled to a refund as soon as practicable and by no later than the end of the next Business Day of the amount of the Transaction and interest or charges that would not have been payable but for the Transaction.
- 7.8 Where a Transaction is incorrectly executed the Bank is liable for the amount of the non executed or defective Transaction (including interest or charges that would not have been payable if the Transaction had been executed or not defective), if it can be proved that the Bank received the payment order.
- 7.9 Where a Transaction is executed late or a payment is credited late by the Bank, the Bank will put the Account back into the position it would have been in had the Bank not made the error. The Business can also request that the Bank contact the other bank to correct the payment date for their customer.
- 7.10 Where a payment is made to the Business Account by mistake, the Bank will hold the money and contact the Business to tell the Business what has happened. The Bank will ask the Business to confirm if the payment was sent to the Business incorrectly. If the Bank can't contact the Business within 15 Business Days, then the Bank will return the payment to the payer. The Business consents to the Bank sharing information about the Business with the payer's bank to help them recover the payment.

8 Unauthorised Transactions

- 8.1 Where two or more Cards are issued, the Business will automatically be covered by a contract of insurance in such form and upon such terms as shall be determined by the Bank from time to time, for the purpose of insuring against losses arising from the unauthorised use of Cards by Cardholders ("the Corporate Liability Waiver"). The current policy is provided as part of the brochure materials and is available from the Bank on request.
- 8.2 The Business will be liable for any sums incurred in respect of unauthorised use of Cards (in accordance with Condition 7) to the extent not provided for in the Corporate Liability Waiver).

9 Complaints and Liability

- 9.1 The Bank will not be liable for the refusal of any other bank or retailer to accept or honour any Card, nor will it be responsible in any way for the goods, services or information supplied to the Business or the Cardholders.

10 Exclusions and Limitation of Liability

- 10.1 Except in respect of death or injury resulting from the Bank's negligence, the Bank will not be liable to the Business for:

- any loss of business, contracts, profits or anticipated savings or for any indirect or consequential loss whatsoever and howsoever arising in connection with this Agreement;
- any loss arising from any cause which results from abnormal and unforeseeable circumstances beyond the Bank's control the consequences of which would have been unavoidable despite all efforts to the contrary;
- the Bank's compliance with legal or regulatory requirements; or
- loss or corruption of data.

- 10.2 The Bank's liability to the Business relating to, under and/or arising out of or in connection with the Smart Data Online System shall, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause in any calendar year, not exceed the aggregate of the Annual Card Fees paid by the Business in the 12 month period immediately preceding the claim (or the first claim in a series of connected claims).

11 Duration and Termination

- 11.1 These General Terms shall apply once the Card Facility has been sanctioned by the Bank. This Agreement will remain in force until it is terminated by either party. Without prejudice to the Bank's right to terminate in accordance with Condition 11.2, the Bank may terminate this Agreement for any reason by giving the Business at least two months' notice. Unless the Consumer Credit Act 1974 applies to this Agreement, the Bank may terminate this Agreement on a shorter notice period where, in the determination of the Bank or any regulator of the Bank, it is required to do so to comply with the relevant law or regulation. As an alternative to terminating the Agreement, the Bank may by written notice to the Business, immediately reduce the Grace Period applicable to the Payment Due Date. The Business may terminate this Agreement by giving the Bank at least one month's notice.
- 11.2 If the Business is in material breach of the Agreement, the Bank shall be entitled to terminate the Agreement immediately or with such notice period as the Bank may reasonably determine on giving written notice to the Business and any such notice shall comply with any legal requirement including any requirement under the Consumer Credit Act 1974 (as applicable).
- 11.3 The Bank provides the Smart Data Online System and the Smart Data Online Services to the Business under licence from MasterCard. In the event that the agreement between MasterCard and the Bank granting such licence is terminated for any reason then the Business' right and licence to use the Smart Data Online System and the Smart Data Online Services shall automatically terminate with immediate effect (although the Bank shall promptly notify the Business of such termination) and the Smart Data Online System and the Smart Data Online Services shall be suspended immediately in accordance with Condition 18.9.
- 11.4 On termination for whatever reason, all Cards will be cancelled and the Business will return all Cards to the Bank immediately in accordance with Condition 6.2 and any balance, interest and outstanding fees on the Business Account will be immediately payable. Where Annual Card Fees have been applied to the Account or Business Account within the year prior to the date of termination, those fees will be pro-rated to the date of termination and the Business Account will be credited with the proportion of the amount that corresponds to the period after the date of termination. In the event that any sums are not paid in full, interest and fees will continue to accrue at the contractual rate or amounts notified to you under the terms of the Agreement which terms will continue in effect notwithstanding the termination.

- 11.5 The Business remains liable for all Transactions authorised prior to the date of termination or the result of continued use of the Card. The Business must also pay any interest and fees which are applied to the Business Account after the date of termination.
- 11.6 Termination of the Agreement will not affect:
- (a) the rights or liabilities of either party existing to the date of termination;
 - (b) any provision of the Agreement which is intended to apply after termination; or
 - (c) any terms that apply to any outstanding balance, including interest or fees payable under the terms of the Agreement.

12 Instructions

- 12.1 The Bank shall be entitled to treat all instructions provided by Cardholders or persons notified to the Bank as authorised persons as being duly authorised by the Business and the Business agrees that it will unconditionally ratify the Bank's actions taken in accordance with any instructions and gives the Bank its irrevocable authority to debit its account(s) held at the Bank (if any) in accordance with any sums due under this Condition. The provisions of this Condition are in addition to and not in substitution for the provisions of the Business' mandate to the Bank (if any) from time to time.

13 Notices

- 13.1 All notices and other communications must be in writing unless expressly permitted to be oral under the Agreement or by statute.
- 13.2 The Bank may deliver a notice or communication to the Business at the contact details last known to the Bank, the Business' registered office or electronically where the parties agree.
- 13.3 A notice or communication by the Bank will be effective at the time of personal delivery or when an electronic message is sent; on the second Business Day after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a Business Day, or otherwise on the next Business Day.
- 13.4 Unless the Bank agrees otherwise, a notice from the Business to the Bank must be in writing addressed to Ulster Bank Limited at 11-16 Donegall Square East, Belfast BT1 5UB and will be effective on receipt.

14 General

- 14.1 Where the Business does not maintain a banking relationship i.e. a current account with the Bank in order to assess the Business' financial position throughout the Term of this Agreement, the Business will, on request, on an ongoing basis:
- (a) agree to provide the Bank with the Business' latest audited accounts and any other information the Bank may require; and
 - (b) agree to provide the Bank with a duly completed Status Enquiry Authority as the Bank deems necessary.
- 14.2 The Bank reserves the right to unilaterally:
- (a) vary any or all of these terms and conditions by notifying the Business at least 2 months before the change is due to take effect. The change will automatically take effect and the Business will be deemed to have accepted the notified change unless the Business notifies the Bank that it does not agree to the change.

In that event, the Bank will treat that notice as notification that the Business wishes to immediately terminate the Agreement;

- (b) change with immediate effect the payment scheme's exchange rate;
 - (c) vary the Corporate Liability Waiver Terms and Conditions from time to time and will notify the Business of any such variation;
 - (d) change interest or exchange rates which are more favourable to the Business immediately and without notice; and
 - (e) change the Business Account or Account limits at any time. The Bank will only reduce these limits for a good reason, for example the Business' circumstances change or because the Bank assessment of the risks of lending changes. If the Bank increases the Business Credit Limit and/or Cash Advance limit, it will give at least 30 days, notice of any changes. The Business can inform the Bank at any time if it wants a lower Business Account or Account limit including the right to refuse the Account limits increase proposed by the Bank. The Business may also inform the Bank if it does not wish to receive any credit limit increases in the future.
- 14.3 If the Business is a (i) limited company (ii) partnership with 4 or more partners (iii) partnerships of 2 or 3 partners all of whom are incorporated; or (iv) sole trader or partnership of 2 or 3 partners (all of whom are incorporated), where the credit limit exceeds £25,000 and the Bank expects the customer to draw down on an amount of credit exceeding £25,000 at any time during the life of the Agreement, then this Agreement is not regulated by the Consumer Credit Act 1974 and any statement, heading or notice concerning the Act does not apply to Your Agreement with the Bank.
- 14.4 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any clause or provision to which they refer.
- 14.5 The waiver by the Bank of any breach of these Terms and Conditions or of the Corporate Liability Waiver Terms and Conditions will not prevent the subsequent enforcement of any of the same Terms and Conditions or Corporate Liability Waiver Terms and Conditions and will not be deemed a waiver of any subsequent breach.
- 14.6 These **OneCard** General Terms and the Agreement are concluded in English and shall be governed by and construed in accordance with Northern Irish law and each party agrees to submit to the non-exclusive jurisdiction of the Northern Irish courts as regards any claim or matter arising under the Agreement.
- 14.7 The Bank may monitor and record the Business' phone calls with the Bank in order to maintain and improve the Bank's service.
- 14.8 Any Additional Features or benefits made available to the Business and/or the Cardholder(s) and not forming part of the Agreement may be withdrawn at any time without notice.
- 14.9 The Bank will only accept requests to issue new cards or make changes to the Agreement from an Authorised Signatory. A Programme Co-ordinator or Point of Contact is authorised to make administrative changes in respect of Accounts including requesting changes to Cardholder Credit Limits. This may be done either in writing, by fax or phone.

15 Your Information

- 15.1 We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. We have a duty to keep customer information confidential. This section sets out how we may share your information with other RBS companies and third parties.
- 15.2 In respect of any personal information relating to a third party that you provide to us, you must:
- notify the third party that you are providing their personal information to us and obtain their permission;
 - provide the third party with a copy of these Terms;
 - ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 15.3 Your information may be shared with and used by other RBS companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 15.4 We will not share your information with anyone outside RBS except:
- where we have your permission;
 - where required for your product or service;
 - where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
 - with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
 - with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
 - with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
 - with debt collection agencies;
 - with credit reference and fraud prevention agencies;
 - with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
 - where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
 - in anonymised form as part of statistics or other aggregated data shared with third parties; or
 - where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 15.5 If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment

services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.

- 15.6 [In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.]
- 15.7 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 15.8 We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

16 Assignment

- 16.1 The Bank may transfer, assign or otherwise dispose of this Agreement or any sums due under it (in whole or in part) without notice to the Business.
- 16.2 The Business consents to the Bank's passing of any financial or other information relating to the Business to any actual or potential assignee and agrees that such assignee may rely on the truth and accuracy of any information or representation provided by, or at the request of, the Business to the Bank.
- 16.3 If this Agreement is assigned, the assignee will notify the Business of any alternative address and telephone number for the purpose of notification under Condition 7.1. Until such notification the address and number in Condition 7.1 will continue to apply.
- 16.4 The Business may not transfer any of its rights, duties or obligations under this Agreement.

17 Smart Data OnLine

17.1 Introduction

The Bank has entered into an agreement with MasterCard to enable the Bank to provide the Smart Data Online System to the Bank's customers.

17.2 The Smart Data Online Services

- Subject to the Business complying with its obligations under this Agreement and the instructions and procedures set out in the documentation, guides and materials supplied by the Bank from time to time (Documentation), the Bank will use reasonable efforts to make the Smart Data Online System and the Smart Data Online Services available to the Business in accordance with and subject to the terms and conditions set out in this Condition 17.
- The Business shall be responsible for controlling access to and use of the Smart Data Online System and shall ensure that only properly authorised Smart Data Users are permitted to use it. The Business shall take all necessary steps to ensure that all Smart Data Users keep any passwords, authorisations and security information required to access the Smart Data Online System secure from unauthorised use.
- The Business shall ensure the Smart Data Users only use the Smart Data Online System and Smart Data Online Services in accordance with the terms of this Agreement and the Documentation.

17.3 Cardholder Maintenance Requests

- (a) The Bank may treat all apparently valid Cardholder Maintenance Requests received as instructions properly authorised by the Business. The Bank may assume the accuracy of the Cardholder Maintenance Requests and comply with them.
- (b) The Business must ensure all Cardholder Maintenance Requests (1) are appropriately and fully authorised by the Business, (2) are accurate and complete, (3) will achieve the Business' intended purpose and (4) are transmitted correctly to and received by the Smart Data Online System (as set out in the Documentation).
- (c) Without prejudice to Condition 17.3(b), (1) the Bank will use reasonable efforts to despatch a message acknowledging receipt of a Cardholder Maintenance Request within a reasonable period of receipt by the Bank of a Cardholder Maintenance Request and (2) the Business must notify the Bank if it does not receive an acknowledgement in relation to any Cardholder Maintenance Request transmitted by the Business or if the Business receives an unexpected acknowledgement. The Business is responsible for checking the Smart Data Online System to monitor the status of Cardholder Maintenance Requests.
- (d) The Bank will use reasonable efforts to process any Cardholder Maintenance Requests it receives in accordance with its normal processing timescales, save that the Bank may delay such processing where it reasonably believes:
 - (i) the Cardholder Maintenance Request has not been properly authorised by the Business; or
 - (ii) any other breach of security has occurred in relation to the Cardholder Maintenance Request or the Smart Data Online System, and in that event, the Bank will use reasonable efforts to inform the Business as soon as is reasonably possible.
- (e) In the event that the Business requests the Bank to cancel or modify any Cardholder Maintenance Request for whatever reason, the Bank will make all reasonable efforts to comply with the Business' request. However, the Bank is not liable for any failure to cancel or modify the Cardholder Maintenance Request if processing has already commenced, or if the Bank is otherwise unable reasonably to comply with the Business' request.

17.4 Security

- (a) The Business shall, and shall procure that the Smart Data Users shall, comply with any reasonable instructions the Bank may issue regarding the security of the Smart Data Online System or the Smart Data Online Services from time to time. The Business shall set-up, maintain and regularly review security arrangements concerning the Smart User access to and use of the Smart Data Online System and the Smart Data Online Services and information stored on the Business' computing and communications systems to prevent unauthorised access or use.
- (b) The Business must notify the Bank as soon as reasonably possible upon becoming aware of (1) any actual or attempted unauthorised access to or use of the Smart Data Online System or the Smart Data Online Services, (2) any unauthorised Cardholder Maintenance Request, or (3) any potential attack on or prejudice to the

Smart Data Online System, including (without limitation) risk of transmission of any virus or denial of service attack.

- (c) The Business must ensure that neither the Business nor its Smart Data Users do anything during or after the Term of this Agreement which may result in the security of the Smart Data Online System, the Smart Data Online Services or the systems or security of any other Bank customers, being compromised.

17.5 Data Protection

- (a) The Business shall comply at all times with the Data Protection Act 1998.
- (b) The Business shall ensure that any personal data that its shares with the Bank in relation to Cardholders, Smart Data Users or any other employees or agents of the Business, can be lawfully processed by the Bank and MasterCard in the manner anticipated in this Agreement.
- (c) The Business shall to the extent necessary for the purposes of this Condition 17.5(c) ensure that all Cardholders are made aware of the existence and nature of the Smart Data Online Systems and the Smart Data Online Services and shall ensure that the Cardholders (and where relevant the Smart Data Users) have consented to their personal data being processed by the Bank in the UK and by MasterCard in the USA in the manner anticipated in this Agreement.

17.6 Proprietary Rights

- (a) MasterCard owns and shall retain all right, title, and interest in and to the System and any related programming language or code, including all Intellectual Property Rights therein. Nothing in this Agreement shall convey to the Business, Smart Data Users or Cardholders or any other third party any right, title or interest in or to the Smart Data Online System or any related programming language or code, including all Intellectual Property Rights therein, other than as set out in this Agreement. MasterCard has granted the Business a non-exclusive, personal, non-transferable, limited licence to use the Smart Data Online System, and all necessary Intellectual Property Rights to access the Smart Data Online System and to use the Smart Data Online Services, as contemplated under, and in accordance with, this Agreement.
- (b) The Business agrees, and shall procure that the Smart Data Users agree, not to reverse engineer, redesign, adapt or use the Smart Data Online System or the Documentation or access the Smart Data Online System to develop any software or other material based thereon.

17.7 Additional Obligations

The Business shall:

- (a) make available to the Bank, MasterCard and its permitted sub-contractors, free of charge, such facilities and systems as they may reasonably require from time to time to provide to the Business the Smart Data Online System and the Smart Data Online Services, subject to them complying with all of the Business' reasonable security procedures concerning access to its facilities; and
- (b) provide as soon as reasonably practicable such information that the Bank may reasonably require for the purposes of performing its obligations under this Agreement.

17.8 Warranties

- (a) The Bank will make reasonable efforts to procure that the Smart Data Online System performs

substantially as described in the Documentation. However, if any defect, error or disruption is caused by the improper or unauthorised actions or negligence of Business, its Smart Data Users or Cardholders, the Business shall be responsible for any costs or expenses incurred or suffered by the Bank to remedy such defect, error or disruption.

- (b) The Bank will make reasonable efforts to ensure that any information or data supplied to the Business through the Smart Data Online System accurately reflects the information received from a third party. As such information is collected from various sources (including third parties), the Bank does not warrant that the information is accurate, sufficient or error-free, nor that the information on the Bank's system is current and up-to-date at the time it is accessed.
- (c) The warranties set out in Clauses 17.8(a) and 17.8(b) are the only warranties made by the Bank in respect of the Smart Data Online System or the Smart Data Online Services. All warranties or terms that might be implied by statute or otherwise (including those as to satisfactory quality, merchantability or fitness for any particular purpose of the Smart Data Online System or the Smart Data Online Services) are hereby excluded.
- (d) The Business is only permitted to use the information and material obtained from the Smart Data Online System and/or the Smart Data Online Services for lawful reasonable business purposes. The Business shall ensure that it complies with all laws and regulations relating to the use of the Smart Data Online System and the Smart Data Online Services.

17.9 Suspension

From time to time the Bank may suspend or, in the case of (1) below, terminate the Smart Data Online System or the Smart Data Online Services (1) where MasterCard suspend or terminate the Smart Data Online System or the Smart Data Online Services for any reason, (2) for reasonable maintenance purposes, (3) where the Bank suspects a breach of security might have occurred in relation to the Smart Data Online System, the Smart Data Online Services or the Business or, (4) for any other reason where the Bank reasonably considers it necessary to do so. The Bank will use reasonable efforts to provide the Business with reasonable notice prior to the suspension or termination.

18 Regulatory Information

- 18.1 If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch or from your Business Manager.
- 18.2 We are a member of the Financial Services Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you may be able to ask the Ombudsman to review the complaint.
- 18.3 You can find out more about the Financial Ombudsman Service in a leaflet available from any branch or your Relationship Manager. Alternatively, you can write to Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0345 023 4 567.

Travel Accident Insurance

This policy/cover is only provided to Card Account Holders who chose not to 'opt out' of the free insurance. If you chose to opt out of the free insurance when you applied for the Card Account, then this cover will not apply to you.

Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Accident Insurance coverage as described in the certificate of insurance.

Statement of Price

Ulster Bank OneCard Travel Accident Insurance is provided with your OneCard at no extra cost.

Pre-requirement for cover to apply

The Employing Company must have its registered or business address in the United Kingdom at the commencement date and throughout the duration of the policy. The Insured Person must be resident in the United Kingdom at the commencement date and throughout the duration of the policy.

Your Policy Summary

This policy summary does not contain the full terms and conditions of your Travel Accident Policy, which can be found in your Policy Document. Please take time to make sure you understand the cover it provides. The Employing Company must make a copy of this Policy Document available to all employees.

Cover is underwritten by Chubb European Group SE (Chubb). This Travel Accident Policy is provided free of charge for you for business Journeys, and up to three business colleagues or business associates who are travelling with you, when the fares relating to the business Journey are charged in full to your Ulster Bank OneCard account provided that the Employing Company did not opt out of cover during the application process.

Duration

Cover remains in force as long as the Card account is maintained, you remain an employee of your company and Chubb remains the Insurer. As this insurance may continue for more than a year you should review it periodically to ensure that cover remains adequate.

Cancellation

If, for any reason, you wish to cancel your cover you may contact Chubb on 0345 841 0056 and cover shall cease from the day Chubb receives such notice. If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the Employing Company at the current address Chubb has giving 30 days notice. If Chubb cancels the Policy, Chubb will refund the premium paid by Ulster Bank to Ulster Bank provided no claims have been made.

Significant Features and Benefits

See pages 9 to 11 of the policy wording for full details of cover Benefits for Bodily Injury as a result of an Accident while you are on a Journey

	Basic Benefit	Enhanced Benefit*
Death	£25,000	£100,000
Loss of Limb	£25,000	£100,000
Loss of Sight	£25,000	£100,000
Permanent Total Disablement	£25,000	£100,000

*The Enhanced Benefit is payable if you are travelling on public transport or in a hired car at the time of the Accident.

Significant Exclusions or Limitations

See General Exclusions on pages 11 to 12 of the Policy Wording. Chubb will not be liable for:

- injury, loss or expense due to suicide, attempted suicide or self-inflicted injury or illegal act
- claims resulting from sickness or disease not as a result of Bodily Injury
- claims resulting from engaging in:
 - aerial pursuits or aviation as a pilot or crew member, aerial pursuits include micro-lighting, hang-gliding, para-gliding, parachuting, skydiving and bungee-jumping but not parasailing
 - racing, motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or guides or winter sports
- claims where the Insured Person is a full time member of the armed forces, national or international authority or a member of any Reserve Forces called out for Permanent Service
- claims resulting from war or any act of war whether declared or not
- This Policy does not cover claims which would result in Chubb being in breach of any resolutions or trade or economic sanctions or other laws.

How to Claim

If a claim needs to be made Chubb's Claims Service Team needs to be notified within 60 days of the accident, or as soon as possible after that. Chubb will then ask for a claim form to be filled in to register the claim.

Chubb's contact details are:

Chubb (Claims Dept.), PO Box 682, Winchester, SO23 5AG

Telephone: 0345 841 0059

International: +44 (0) 141 285 2999

Facsimile: +44 (0) 141 285 2901

E-mail: uk.claims@chubb.com

Complaints Procedures

In the event of a complaint relating to the sale of your policy please contact the following:

- (a) Ulster Bank,
PO Box 244
Belfast
BT2 7AY
Telephone: 0345 300 7295

In the event you have a complaint in relation to how your claim was handled please contact the following:

- (b) The Customer Relations Department,
Chubb
PO Box 682,
Winchester,
SO23 5AG
Telephone 0800 519 8026
E-mail: customerrelations@chubb.com
- (c) The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or Ulster Bank's final response. Their contact details are:
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: +44 (0) 800 023 4567 (calls to this number are now free on mobile phones and landlines) +44 (0) 300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)
E-mail: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact citizens advice.

Financial Services Compensation Scheme

In the unlikely event that Chubb is unable to meet its liabilities the Insured Person may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are:

Financial Services Compensation Scheme,
PO Box 300
Mitcheldean
GL 17 1DY
Telephone: 0800 678 1100 or 020 7741 4100.
Website: www.fscs.org.uk
Online Form: <https://claims.fscs.org.uk/>

Travel Accident Insurance

This policy/cover is only provided to Card Account Holders that chose not to 'opt out' of the free insurance. If you chose to opt out of the free insurance when you applied for the Card Account, then this cover will not apply to you.

Your Policy

Insurance Agreement

The **Insured Person** and Chubb* agree that Chubb will, subject to the terms, Conditions, Provisions and Exclusions of this Policy. This Policy document contains the full terms and conditions of the policy, please check the document carefully to ensure that the cover provided meets your needs and the **Employing Company** must make a copy of this Policy document available to all employees.

*Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at <https://register.fca.org.uk/>.

Dublin branch: Registered in Ireland, Number 904967.

5 George's Dock, I.F.S.C. Dublin 1, Ireland, Chubb's conduct of business in Ireland is regulated by the Central Bank of Ireland.

Eligibility

The **Employing Company** must have its registered or business address in the **United Kingdom**. All travellers must be residents of the **United Kingdom**. Cover does not apply to persons resident in other countries.

Travel Accident Insurance

Provided that the Employing Company did not opt out of cover during the application process, the cover provided by this Policy begins as soon as the **Employing Company's** application for the **Card** has been accepted by the **Card Issuer**. Cover continues automatically as long as:

- i. the **Employing Company** maintains the **Card** account;
- ii. the cardholder remains an employee of the **Employing Company**; and
- iii. the insurance continues to be placed with Chubb.

As this insurance may continue for more than a year the **Cardholder** should review it periodically to ensure that cover remains adequate.

Dates refer to Local Standard Time at the address of the Insured Person.

Pre-requirement for cover to apply

The Employing Company must have its registered or business address in the United Kingdom at the commencement date and throughout the duration of the policy. The Insured Person must be resident in the United Kingdom at the commencement date and throughout the duration of the policy.

General Definitions

£ – shall mean **United Kingdom** pounds sterling.

Accident – shall mean a sudden violent, external, unforeseen and identifiable event and the word **Accidental** shall be construed accordingly.

Aerial Pursuits – shall include but not be limited to micro-lighting, hang-gliding, para-gliding and parachuting, sky-diving and bungeejumping, but shall not include parasailing.

Bodily Injury – shall mean injury which is caused solely by **Accidental** means and which independently of illness or any other cause within twenty-four calendar months from the date of the **Accident** results directly in the **Insured Person's death, Loss of limb, Loss of Sight** or **Permanent Total Disablement**.

Card – shall mean the **Card** produced by the **Card Issuer** in connection with the **OneCard** account provided to the **Cardholder** by the **Employing Company**.

Card Issuer – shall mean Ulster Bank Limited.

Cardholder – shall mean an employee of the **Employing Company** who has been provided with the Card.

Claim – shall mean a single loss or series of losses **Due To** one cause insured by this Policy.

Due To – shall mean directly or indirectly caused by, arising from or in connection with.

Employing Company – shall mean the corporate customer of the **Card Issuer** whose application for a **Card** account has been accepted by the **Card Issuer** and whose employees have been provided with **Cards**.

Insured Persons – shall mean:

- i. any **Cardholder**;
- ii. up to three business colleagues or business associates who are travelling with the **Cardholder**.

Journey – shall mean any trip undertaken by an **Insured Person**:

- i. outside the **United Kingdom** for which all travel costs have been charged to the **Card** of the **Insured Person** described;
- ii. within the **United Kingdom** for which at least one night's accommodation has been booked in advance and charged to the **Card** of the **Insured Person** described in i. of the Definition of **Insured Persons**. Cover will commence from the time of departure from home or place of business whichever is last until return thereto whichever is first, subject to a maximum duration of 90 consecutive days for any one trip.

Licensed Public Transport – shall mean an air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

Loss of Limb – shall mean in respect of:

- i. an arm physical severance or total loss of use at or above the wrist joint; and
- ii. a leg physical severance or total loss of use above the level of the ankle (talo tibial joint).

Loss of Sight – shall be deemed to have occurred:

- i. in both eyes when the **Insured Person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist;
- ii. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and Chubb is satisfied that the condition is permanent and without expectation of recovery.

Permanent Total Disablement shall mean disablement which has lasted for at least twelve months and which in the opinion of Chubb is beyond hope of recovery and shall in all probability continue for the remainder of the **Insured Person's** life and will prevent the **Insured Person** from engaging in or giving attention to business profession or occupation for which they are fitted by way of training, education, or experience for the remainder of their life.

Public Transport – shall mean whilst an **Insured Person** is mounting into, dismounting from or travelling in:

- i. any **Licensed Public Transport**;
- ii. any car hired for a period not exceeding 30 days during the course of a **Journey** (including walking between different forms of transport where a connection is being made) all of the fare for which has been charged to the **Cardholder's Card**.

Qualified Medical Practitioner – shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

- a) an **Insured Person**: or
- b) a relative of an **Insured Person** unless approved by Chubb.

United Kingdom – shall mean England, Wales, Scotland and Northern Ireland

War – shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military, or usurped power.

Winter Sports – shall mean any winter pursuits or sports including, but not limited to, the following:

- skiing (including skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste');
- tobogganing;
- snow boarding;
- ice skating (other than on an indoor rink);
- ski or ski bob racing;
- mono skiing;
- ski jumping;
- ski boarding;
- ice hockey; or
- the use of bobsleighs or skeletons.

Section 1 – Personal Injury

If during a **Journey** and whilst the Policy is in force an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** Chubb will pay up to:

- i. the Basic Benefit; or
- ii. If the **Accident** occurs whilst the **Insured Person** is using **Public Transport** – the Enhanced Benefit – shown in the Schedule of Benefits for:
 - **Death**;
 - **Loss of limb**;
 - **Loss of sight**;
 - **Permanent total disablement**.

The total Benefit Amount payable shall not exceed the maximum amount shown in the Schedule of Benefits for each **Insured Person** in respect of any one **Accident**. Any contributory degenerative condition or disability (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining Bodily Injury will be taken into account by Chubb in assessing the level of benefit payable.

Schedule of Benefits

	Basic Benefit	Enhanced Benefit
Death	£25,000	£100,000
Loss of limb	£25,000	£100,000
Loss of sight	£25,000	£100,000
Permanent total disablement	£25,000	£100,000

Disappearance

If an **Insured Person** disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such **Insured Person** has died as a result of Bodily Injury, the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death benefit shall be refunded to Chubb.

Exposure

If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to the elements Chubb will consider it as having been caused by an **Accident**.

Section 2 – Chubb Assistance

Chubb Assistance

Chubb Assistance is operated from a single dedicated telephone helpline in the United Kingdom, which is staffed by multi-lingual coordinators and is open 24 hours every day of the year. The dedicated **Chubb Assistance** telephone number is **+44 20 7173 7798** (for calls made from outside the United Kingdom); or **020 7173 7798** (for calls made from within the United Kingdom).

Pre-Travel Advice

Chubb Assistance will advise the **Insured Person** over the telephone on the following issues prior to departure for a trip abroad:

- for visa and entry permits;
- for inoculations and vaccinations and advice on current World Health Organisation warnings;
- climate;
- local languages;
- time differences;
- main banking opening hours;
- motoring restrictions, regulations, Green Cards and other insurance issues.

Chubb will not provide for any costs or expenses of any kind.

Travel Assistance during a Journey

In the event of an emergency during a **Journey** outside the **United Kingdom** **Chubb Assistance** will provide the following services – but will require reimbursement of any outlay made for such services:

Loan of, and transfer to the location of the **Insured Person** up to £250 in the event of theft or loss of money and/or credit cards. This service applies when access to normal financial/ banking arrangements is not available locally and covers immediate emergency needs.

The **Insured Person** must authorise **Chubb Assistance** to debit the **Insured Person's** corporate, credit or charge card with the amount of the transfer, or the **Insured Person** must make alternative arrangements to deposit the funds in our account in the **United Kingdom**.

Message relay – Chubb will transmit urgent messages to relatives or business associates if medical or travel problems disrupt the **Insured Person's** schedule.

Drug replacement – Chubb will assist in replacing lost drugs or other essential medication and lost or broken prescription spectacles or contact lenses, which are unobtainable overseas.

Medical Advice – Over the telephone from the **United Kingdom** or help with locating local doctors, hospitals, clinics, and dentists when consultation or treatment is required.

Tracing lost luggage – If luggage is lost or misdirected in transit, and the Carrier has failed to resolve the problem, Chubb will help with tracing and re-delivering the luggage. The **Insured Person** will need to have the baggage tag number available.

Replacement documents – Chubb will help replace lost or stolen tickets and documents, including passports and refer the **Insured Person** to suitable travel offices.

Lost credit cards – If the **Insured Person's** credit or charge cards are lost or stolen whilst overseas Chubb will advise on how to cancel and obtain replacement cards.

Homecall referral – If the **Insured Person's** home suffers damage whilst the **Insured Person** is abroad, Chubb can arrange for an approved tradesman to effect repairs to the domestic plumbing or drainage system, the domestic gas or electricity supply, the roofing, external locks, doors or windows or the fixed heating system. The **Insured Person** will be responsible for the payment of all charges associated with effecting the repair, including any call-out fee, and the **Insured Person** should make arrangements to pay the repairer at the time the work is carried out.

Emergency translation facility – If, because the local provider of an assistance service does not speak English, Chubb can arrange for a translation service.

Legal advice – If the **Insured Person** requires legal advice when abroad, Chubb can arrange referral to a local English-speaking Lawyer, Embassy or Consulate. **Chubb Assistance** can arrange payment of reasonable emergency legal expenses or bail against the **Insured Person's** guarantee of repayment.

Exclusion – **Chubb Assistance** will not provide for any costs or expenses of any kind.

Prompt advice and service – **Chubb Assistance** will make every effort to ensure advice or assistance is provided promptly and in good faith. Due to the operation of unforeseen local conditions which are beyond Chubb's control, however, Chubb cannot accept liability for loss or damage of any kind which may arise or result from the use, or intended use, of the Travel Assistance Service.

The Insured Person will remain responsible for paying all fees and charges resulting from the provision by **Chubb Assistance** of any advice or assistance.

The Premium

Travel Accident Insurance is an integral part of the Ulster Bank OneCard Programme. There is no separate charge for this insurance. It remains available while your Ulster Bank OneCard Programme is open. Ulster Bank shall pay a premium of £0.42 plus Insurance Premium Tax, per **card**, per year, for cards issued in Northern Ireland.

General Exclusions

The following General Exclusions are applicable to the Policy as a whole:

1. Chubb shall not be liable:
 - i. for sickness or disease not directly resulting from **Bodily Injury**;
 - ii. for disabilities arising from:
 - a. repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
 - b. post Traumatic Stress Disorder or any psychological or psychiatric condition.
2. Chubb shall not be liable for payment of any benefit for **Bodily Injury**, loss or expense due to:
 - a. any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an **Insured Person** into this insurance;
 - b. intentional self-injury, suicide or any attempt thereof by an **Insured Person**, or from deliberate exposure to needless peril (except in an attempt to save human life), or being in a state of insanity, or an **Insured Person's** own criminal illegal act;
 - c. the **Insured Person** engaging in racing, motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or guides or **Winter Sports**;
 - d. the **Insured Person** engaging in any form of Aerial Pursuits or aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft;
 - e. the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service;
 - f. **War** or any act of **War**, whether declared or not.
3. Chubb will not pay any claims which would result in Chubb being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.

You should contact Chubb's Customer Services Team on 0345 841 0056 for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only: policy cover for a Journey involving travel

to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, Chubb will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

General Conditions

General Conditions to which this Policy is subject:

1. This Policy shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2.
 - a. The **Employing Company** may cancel this Policy at any time by contacting Chubb's Customer Service team on 0345 841 0056 and cover for all **Cardholders** shall cease from the day Chubb receives such notice. The **Employing Company** is responsible for informing all **Cardholders** of such cancellation.
 - b. If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the **Employing Company** at the current address Chubb has. The policy could be cancelled due to non-payment of premium or where we reasonably suspect fraud. Chubb will then cancel the Policy 30 days after the date of Chubb's letter. If Chubb cancels the Policy, Chubb will refund the premium paid by Ulster Bank to Ulster Bank provided neither the **Employing Company** or any **Insured Person** has made a **Claim** under the Policy.
3. No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by Chubb following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by Chubb, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. Where an **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy Chubb reserves the right not to pay a **Claim**.
5. It is hereby agreed between Chubb and the **Insured Person** that this Policy shall be exclusively governed and construed in accordance with the Law of the **United Kingdom** and the **United Kingdom** Courts alone shall have exclusive jurisdiction in any dispute. All communications will be in English unless otherwise stated.
6. It is the **Employing Company's** responsibility to provide complete and accurate information to The **Card Issuer** and Chubb when applying for the **Card** and throughout the life of this Policy. It is important that the **Employing Company** and the **Insured Person** ensures all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the **Employing Company** or **Insured Person** fails to disclose any material information to Chubb this could invalidate the insurance cover and could mean that part or all of a **Claim** may not be paid.
7. The **Employing Company**, the **Insured Person** and Chubb agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Employing Company**, the **Insured Person** and Chubb can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third parties) Act 1999.
8. Chubb is required to notify the **Insured Persons** that other taxes or costs may exist which are not imposed by Chubb.
9. Chubb reserve[s] the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons

10. The benefits under this Policy may not be assigned by the **Insured Person**. Chubb shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.
11. If the **Employing Company** or **Insured Person** makes a representation which was untrue or misleading and:
 - a. they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to Chubb then Chubb may have the option to void the Policy; or
 - b. they made it carelessly then Chubb may be able to avoid the Policy and return the Premium to Ulster Bank or increase the Premium depending upon the impact the information would have had on Chubb's decision to issue the Policy.

Claim Provisions

1. If a claim needs to be made Chubb's Claims Service Team needs to be notified within 60 days of the accident, or as soon as possible after that. Chubb will then ask for a claim form to be filled in to register the claim.

Chubb's contact details are:

The Customer Relations Department,
Chubb
PO Box 682,
Winchester,
SO23 5AG

Telephone 0800 519 8026

E-mail: customerrelations@chubb.com

We recommend that you do not send financial or personal sensitive details via e-mail as it may not be secure whilst in the public domain.

2. The **Insured Person** shall at their own expense furnish to Chubb such certificates, information and evidence as Chubb may from time to time reasonably require in the form prescribed by Chubb. Chubb shall be allowed at its own expense, upon reasonable notice to request a medical examination of an **Insured Person** as appropriate.
3. If any **Claim** under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by an **Insured Person** or any **Insured Person's** legal representatives to obtain benefit under this Policy Chubb shall be under no liability in respect of such **Claim**.
4. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner** and Chubb shall not be liable for any consequences of the **Insured Person's** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. Chubb will pay the Benefit Amount for **Accidental death** to the estate of the deceased **Insured Person** and the receipt given to Chubb by the Personal Representatives shall be a full discharge of liability by Chubb in respect of the **Claim** for such Benefit Amount.

Complaints Procedures

In the event of a complaint relating to the sale of your policy please contact the following:

- (a) Ulster Bank,
PO Box 244
Belfast
BT2 7AY

Telephone: 0345 300 7295

In the event you have a complaint in relation to how your claim was handled please contact the following:

- (b) The Customer Relations Department,
Chubb
PO Box 682
Winchester
SO23 5AG

Telephone 0800 519 8026

E-mail: customerrelations@chubb.com

- (c) The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or Ulster Bank's final response.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: +44 (0) 800 023 4567 (calls to this number are now free on mobile phones and landlines)

+44 (0) 300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)

E-mail: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact the Citizens Advice Bureau.

Financial Services Compensation Scheme

In the unlikely event that Chubb is unable to meet its liabilities the Insured Person may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are:

Financial Services Compensation Scheme,
PO Box 300
Mitcheldean
GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4100.

Website: www.fscs.org.uk

Online Form: <https://claims.fscs.org.uk>

Data Protection

Chubb uses personal information which the **Employing Company** supplies to Chubb or, where applicable, to the **Employing Company's** insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as the **Insured Person's** name, address, and policy number, but may also include more detailed information about the **Insured Person** (for example, their age, health, details of assets, claims history) where this is relevant to the risk Chubb is insuring, services Chubb is providing or to a claim the **Employing Company** or the **Insured Person** is reporting.

Chubb is part of a global group, and the **Insured Person's** personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store the **Insured Person's** information. Chubb also uses a number of trusted service providers, who will also have access to the **Insured Person's** personal information subject to Chubb's instructions and control.

The **Insured Person** has a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, Chubb strongly recommends the **Employing Company** and the **Insured Person** read its user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>.

The **Employing Company** and the **Insured Person** can ask us for a paper copy of the Privacy Policy at any time, by contacting Chubb at: dataprotectionoffice.europe@chubb.com.

**Ulster Bank OneCard (MasterCard)
Corporate Liability Waiver Insurance
Statement of Demands and Needs**

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Corporate Liability Waiver coverage as described in the Policy.

Statement of Price

Ulster Bank OneCard Corporate Liability Waiver Insurance is provided with your OneCard at no extra cost.

Your Policy Summary

This document provides a summary only of the benefits and limitations of the Ulster Bank OneCard Liability Waiver Insurance provided to companies that have established a Commercial Card account with Ulster Bank. It has been prepared in accordance with format requirements prescribed by the Financial Conduct Authority. The full terms and conditions of cover are set out in the Policy document in this booklet, and may be viewed on request. You are encouraged to read the Policy document(s) prior to policy commencement in order to understand fully all conditions and exclusions which relate to this cover. In the event of a cardholding employee of your company misusing their Ulster Bank OneCard, the insurance automatically protects Ulster Bank Limited and you by way of liability waiver, against losses up to £1,500,000 per company and £50,000 per cardholder during the period of insurance. There is a smaller limit of £600 for misuse involving cash. The period of waiver is 75 days prior to the discovery date of the loss by your company and 14 days after this date. The cover is provided by certain underwriters at Lloyd's of London, and covers Royal Bank of Scotland Group and direct and indirect subsidiary companies and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to Ulster Bank in 90 days. Should a cancellation notice be issued to Ulster Bank Limited, they are obliged to notify you immediately. The underwriters will not be liable for loss of interest or consequential loss of any kind, and cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact **Ulster Bank Limited, Commercial Cards Division, PO Box 244, Belfast BT2 7AY**. Telephone: **0370 300 7295**. If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department (Lloyd's). Their address is **Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN**. Telephone: **020 7327 5693**. Fax: **020 7327 5225**. E-mail: **complaints@lloyds.com**. Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. You may be entitled to compensation from the Financial Services Compensation Scheme should the underwriters be unable to meet their liabilities under this policy.

**Ulster Bank OneCard (MasterCard)
Corporate Liability Waiver Insurance
Your Policy Document**

The name of the Assured

Royal Bank of Scotland Group (The Royal Bank of Scotland Group comprises The Royal Bank of Scotland plc and

- a. any company that is from time to time
 - (i) a holding company,
 - (ii) a subsidiary or
 - (iii) a subsidiary of a holding company, of The Royal Bank of Scotland plc; and
- b. any RBS Additional Authorised Business.

The risk, interest, location and sum insured hereunder.

Ulster Bank OneCard (MasterCard) Liability Waiver Insurance

As more fully defined in the attached wording which shall be taken and read as forming part of this Policy.

Sum Insured

Up to £50,000 per cardholder and £1,500,000 per company per annum.

Situation

World-wide.

Governing Law and Jurisdiction

This Policy shall be interpreted under, governed by and construed in accordance with the laws of England and for this purpose, the Assured and Underwriters agree to submit to the exclusive jurisdiction of the courts of England in any dispute arising hereunder.

Period of Insurance

The cover provided by this Policy begins as soon as the Employing Company's application for the OneCard account has been accepted by Ulster Bank. Cover continues automatically as long as: i) the employing company maintains the Ulster Bank OneCard account; ii) the OneCard cardholder remains an employee of the Employing company; and iii) the insurance continues to be placed with Lloyd's of London.

Definitions

1. **Cards** – covered hereunder shall mean Ulster Bank OneCard (MasterCard).
2. **Cardholder** – shall mean any person authorised by the Company to use the OneCard cards for Company business only who are either:
 - a. under a contract of/for service or apprenticeship with the Company; or
 - b. undergoing training under any government approved training scheme under the control of the Company in connection with the business. Subject always to the Cardholder having reached the age of eighteen. The term Cardholder shall include a director of the Company if such person:
 - i. is also employed by the Company under a contract of service; and
 - ii. controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.
3. **Waiver date** – shall mean the discovery date of the loss by the Company.
4. **Underwriters** – shall mean certain Underwriters at Lloyd's London.
5. **Theft** – shall mean any act of Fraud or dishonesty by any Cardholder committed in connection with the Authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.
6. **Termination Date** – shall mean the date on which:
 - i. the Cardholder gives notice to the Company;
 - ii. the date the Company gives notice to the Cardholder; or
 - iii. the date the Authorised Card is withdrawn by the Company from the Cardholder whichever is the sooner.
7. **Cash** – shall include but not be limited to, legal tender of any stamps, any amount charged to the card for the purpose of gambling including but not limited to lottery tickets, scratch cards, online gambling and chips, any charges incurred flowing from the acquisition of cash.
8. **Waiver Request Letter** – shall mean a letter composed by the Company outlining the details of the loss (full details explained under Minimum Standards of Control) which is then sent by letter or fax to the Bank.

The Underwriters will indemnify

Royal Bank of Scotland Group (hereinafter called "the Bank") and at the request of the Bank any Company (meaning a Corporation Partnership, Sole Proprietorship or any other entity) with which the Bank has a signed agreement to issue the Ulster Bank **OneCard** MasterCard for losses for which the Bank is entitled to indemnity subject to the terms exceptions and conditions of the Policy as far as they apply.

Terms of Cover

The Underwriters will provide indemnity:

1. Against loss of Waivable Charges due to the Bank or for which they are legally responsible caused by any act of Theft committed during the Period of Insurance by any Cardholder.
2. For auditors fees incurred with the Underwriters consent solely to substantiate the amount of the claim provided that:
 - i. the Underwriters total liability in respect of **any one claim** caused by any one Cardholder shall not exceed the Limit of Indemnity applicable to that Cardholder where one claim shall mean all acts of Theft within the Period of Insurance committed by one Cardholder or two or more Cardholders acting in collusion (meaning all circumstances where two or more Cardholders are concerned or implicated together or materially assist each other in committing the act of Theft);
 - ii. In the event that One Claim is caused by two or more Cardholders acting in collusion the Underwriters total liability shall not exceed $a \times b$ where a = the number of Cardholders involved and b = the Limit of Indemnity applicable to each Cardholder;
 - iii. the Underwriters total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company;
 - iv. any underlying policy shall be maintained in force and this Policy shall apply only to the extent to which an indemnity for damages and claimants costs and expenses is not provided under such underlying policy by virtue of any limitation of cover or Limits of Indemnity;
 - v. the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy;
 - vi. the Underwriters may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount for which the claims arising out of such an event can be settled the Underwriters will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Underwriters may be responsible in respect of matters prior to the date of such payment.

For the purpose of this Policy

1. Waivable Charges shall mean all amounts charged to the Company's Ulster Bank **OneCard** (MasterCard) account with the Bank which are not of either direct or indirect benefit to the Company; and
 - a. where the Company has paid the bill but been unable to obtain reimbursement from the Cardholder; or
 - b. where the Bank has billed the Cardholder direct and the Company has reimbursed the Cardholder but the Cardholder has not paid the Bank;
 - c. where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of b) above; It is understood and agreed that there can be no circumstances where Underwriters can pay a claim twice. Provided that such unauthorised charges:
 - i. are billed up to 75 days preceding the Waiver Date and notified by the Company to the Bank by means of a Waiver Request Letter on or within 14 days of the Waiver Date;
 - ii. are incurred but are not yet billed as of the Waiver Date or up to 14 days after the date on which the

Bank received a request to cancel that Cardholders Card whichever occurs first;

- iii. are discovered not later than 75 days after the termination of:
 - a. this Policy; or
 - b. the insurance in respect of the Company employing the Cardholder concerned with the loss whichever occurs first.
2. Theft shall mean any act of fraud or dishonesty by any Cardholder committed in connection with the authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.

General Conditions

1. This Policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material particular.
2. Observance of the terms of this Policy relating to anything to be done or complied with by the Bank is a condition precedent to the Underwriter's liability.
3. The Underwriters shall not be liable in the event of any material change in the nature of the business of the Bank unless the Underwriters have been advised and their written approval obtained.
4. The Bank and/or Underwriters may cancel this Policy by giving 90 days notice in writing to the other Party at its last known address. Any such Termination will not affect the rights of the Bank with respect to charges incurred by its Cardholders prior to the effective date of Termination. If the Underwriters give such notice the Bank shall become entitled to a proportionate return of Premium. If the Bank gives such notice then the Bank shall be entitled only to a return premium in accordance with the Underwriters usual short period scale provided that no claim has been made in the then current Period of Insurance. For the purposes of this Policy termination shall mean the date of cancellation of this Policy.
5. If this Policy immediately supersedes a similar insurance effected by the Bank (hereinafter called the "Superseded Insurance") the Underwriters will indemnify the Bank in respect of any loss discovered during the continuation of the Superseded Insurance if the loss is not recoverable solely because the period allowed for discovery has expired provided that:
 - i. such insurance has been continually in force from the time of the loss until inception of this Policy;
 - ii. the loss would have been insured by this Policy had it been in force at the time of the loss;
 - iii. the liability of the Company shall not exceed whichever is the lesser of:
 - a. the amount recoverable under the insurance in force at the time of the loss; or
 - b. the Limit of Indemnity applicable under this Policy.In any event the Underwriter's total liability in respect of Any One Claim continuing through both the terms of the Superseded Insurance and the continuation of this Policy shall not exceed the Limit of Indemnity applicable under this Policy.
6. This Policy shall be avoided if:
 - a. the Bank or Company be wound up or carried on by a liquidator or receiver or permanently discontinued; or
 - b. the Bank or Company's interest ceases otherwise than by death.
7. This Policy shall be avoided if the Bank or Company's interest ceases and nothing herein contained shall give any right against the Underwriters to any person other than the Bank or Company except to a transferee approved by the Underwriters.

Claims Conditions

1. If any Claim shall be in any respect fraudulent or if fraudulent means or devices are used by the Bank or Company or anyone acting on their behalf to obtain any benefit under this Policy or if any loss is occasioned by the wilful act or with the connivance of the Bank or Company all benefit under this Policy shall be forfeited.
2. Upon knowledge of or discovery of loss or of any occurrence which may give rise to a claim for loss the Bank or Company whichever is appropriate shall:
 - a. give notice thereof as soon as practicable to Underwriters;
 - b. file detailed proof of loss with Underwriters within 30 days after the discovery of the loss.

Upon the Underwriters request the Bank or Company whichever is appropriate shall submit to examination by the Underwriters and produce for the Underwriters examination all pertinent records and all at such reasonable time and place as the Underwriters shall designate and shall cooperate with the Underwriters in all matters pertaining to loss or claims with respect thereto.

3. In the event of any payment under this Policy the Underwriters shall be subrogated to all the Bank's (or Company's) rights of recovery therefore against any person or organisation and the Bank (or Company) shall execute and deliver instruments to secure such rights. The Bank (or Company) shall do nothing after loss to prejudice such rights.
4. If at any time any claim arises under this Policy there be any other insurance or indemnity or guarantee covering the same loss the Underwriters shall not be liable except in respect of an excess of the amount which is payable under such other insurance or indemnity or guarantee.
5. If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.
6. The insurance provided under this Policy shall not apply in respect of any loss caused by a Cardholder if the Company possesses knowledge of any act or acts of fraud or dishonesty committed by such Cardholder:
 - a. in the service of the Company or otherwise during the terms of employment by the Company;
 - b. prior to employment by the Company.

For the purposes of this Policy knowledge possessed by the Company means knowledge possessed by a Partner, Director, Elected or Appointed Officer who is aware of the employment of a person and that persons acts of fraud or dishonesty.

7. For a valid claim to arise it is a condition of this Policy that the Company shall as soon as any act of Theft is discovered make every effort to retrieve the Ulster Bank **OneCard** (MasterCard) from the Cardholder and destroy that Card.
8. Immediately following the discovery by the Company of any act of Theft by a Cardholder it shall be the duty of the Company to inform the Bank immediately and to have the Card placed upon the suspended Card list.

The Underwriters shall bear no liability for future acts of Theft by the Cardholder following the said discovery of fraudulent activity.

9.
 - a. any money of the Cardholder in the Company's hands upon discovery of any loss and money which but for the Cardholder's Theft would have been due to the Cardholder from the Company shall be deducted from the amount of the loss before a claim is made under this Policy;
 - b. any further monies which are recovered less any costs incurred in recovery shall Accrue:
 - i. in the event that the Company's claim has exceeded the Limit of Indemnity firstly to the benefit of the Company to reduce or extinguish the amount of the Company's loss;
 - ii. thereafter to the Underwriters benefit to the extent of the claim paid or payable;

- iii. and finally any surplus thereafter shall be returned to the Company.

10. In the event of a claim or any circumstances giving rise to the possibility of a claim the Assured must **Immediately** notify:

JLT Specialty Ltd
The St Botolph Building
138 Houndsditch, London
EC3A 7AW

E-mail: **BCLW@jltgroup.com**

Exclusions

The Underwriters shall not be liable for:

1. Loss of interest or consequential loss of any kind.
2. Loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder.
3. Charges incurred to purchasing goods or services for the Company or for persons other than the Cardholder pursuant to the instructions of the Company or acquiescence thereto by the Company if those goods or services are of the type which are regularly purchased by or for the Company.
4. Charges incurred by a Cardholder after the discovery date of the loss by the Company or charges incurred beyond 14 days after the Bank receives a request to cancel the Cardholder's Ulster Bank **OneCard** (MasterCard) whichever is the earlier.
5. Cash advances, after Notification of Termination Date.
6. Cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date.

ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

NMA 2802 (17/12/1997)

RADIOACTIVE CONTAMINATION EXCLUSION

This Insurance does not cover:

- i. loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- ii. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a. ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c. nuclear reaction, nuclear radiation or radioactive contamination.

FINANCIAL GUARANTEE EXCLUSION CLAUSE

This policy does not cover any form of Financial Guarantee, Surety or Credit Indemnity.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1. Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

10/11/03

CL380

FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

04/06/2006

Form approved by Lloyd's Market Association

Minimum Standards of Control

Obligation of the Company

The Company may require the Bank to waive their liability for Waivable Charges only if they meet all the following requirements:

1. The Company has two (2) or more Cards in good standing on or after establishing a Card account with the Bank.
2. The Company send a "Waiver Request" by letter or fax to the Bank.

The Waiver Request must state:

- a. that the Company request the waiver of covered Charges;
 - b. the Cardholder's name, Card number and last known business and home address;
 - c. in cases where the Bank invoices the Cardholder directly, that the Company has contacted the Cardholder in writing and directed him to immediately pay all outstanding Charges to the Bank; and
 - d. whether the Card was retrieved from the Cardholder.
3. The Company has delivered to the Cardholder or sent by first class mail a written notice stating that the Cardholder's Card has been cancelled, that the Cardholder should immediately discontinue all use of that Card, that he must immediately pay any outstanding amounts owed to the Bank, and that he must immediately return that Card to the Company.
 4. The Company has used and will continue to use its best endeavours to retrieve the Card from the Cardholder and to return it, cut in half, to the Bank.
 5. The Company shall promptly give written notice to the Bank if any Cardholder's employment has been terminated or in cases where the Bank invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying the Bank for those Charges.

FOR BANK USE ONLY

IMPORTANT – DO NOT HAND TO CUSTOMER. TO BE READ BY BANK STAFF WHEN COMPLETING A CHARGE CARD APPLICATION FACE TO FACE WITH A CUSTOMER OR TO BE READ OVER THE TELEPHONE.

If you are handing the Pre-Contract Information documents to your Customer face to face (as opposed to posting), you **MUST** read the following script out in full (i.e. word for word) to the Customer **after** you have handed them the documents. If you are having a telephone conversation with a customer, you must read the following script out in full **before** the conclusion of the call.

Under no circumstances can the Customer waive this requirement, even though the content is similar to the document entitled “Your Charge Card Explained” which sets out additional information relating to the charge card.

Script to be read to Customers after handing out the Pre-Contract Information document/over the telephone:

“We are required to bring certain matters to your attention.

IF YOU ARE IN A FACE TO FACE SITUATION WITH A CUSTOMER, PLEASE READ:

First, you should read carefully the pre-contract information document. If you want, you can take it away.

IF YOU ARE TALKING TO A CUSTOMER OVER THE TELEPHONE, PLEASE READ:

First, you should read carefully the pre-contract information document which will be sent to you.

Secondly,

- With this product, you will be required to repay the full amount outstanding on the account each month.*
- We can vary your interest rate. If we increase an interest rate, your repayments will also increase.*
- Different interest rates may apply to different categories of transaction. Please check your terms and conditions carefully to see what rates apply to different transactions.*
- If your Business becomes subject to any insolvency type proceedings, we can restrict, suspend or terminate your ability to use the card.*
- If you want to borrow over a long period or to borrow a substantial amount, then a charge card may not be appropriate and a loan may offer a better option.*
- A charge card is not suitable for repaying mortgage debt.*

Thirdly,

- * If you miss any payments this could have severe consequences for your finances. It will probably make obtaining further credit from any lender more difficult as we are likely to report any missed payments to credit reference agencies.*
- * Most lenders will consult a credit reference agency while assessing a credit application. If you miss payments, you'll also have to pay us the charges set out in the pre-contract information document and the agreement.*
- * You should always let us know if you are having difficulty managing your finances. You can also seek independent financial advice. We can let you have details of organisations that provide financial advice for free.*

IF YOU ARE IN A FACE TO FACE SITUATION WITH A CUSTOMER, PLEASE READ:

Finally, if you don't repay what is owed, we may obtain a court judgment. This is likely to affect your ability to obtain further credit from any lender. We may be able to apply to the court for an Order Charging Land (an OCL) on any home or other property you own to enforce the judgment. An OCL normally means that when the property is sold, what is owed under the OCL must be paid out of the sale proceeds first. In exceptional cases, an OCL could lead to repossession and sale of your home or other property to pay what you owe.

IF YOU ARE TALKING TO A CUSTOMER OVER THE TELEPHONE, PLEASE READ:

Finally, if you don't repay what is owed, we may obtain a court judgment. This is likely to affect your ability to obtain further credit from any lender. We may be able to apply to the court for a charging order on any home or other property you own to enforce the judgment. A charging order normally means that when the property is sold, what is owed under the charging order must be paid out of the sale proceeds first. In exceptional cases, a charging order could lead to repossession and sale of your home or other property to pay what you owe.

Before we proceed any further can I check that you still want to proceed with the charge card?"

OneCard Application and Agreement 1

Sole Traders and Partnerships

of 3 partners or less



Guidelines for completing this form

- Please note – when filling out this form on screen please use the tab and arrow keys to move between the relevant fields. Ensure you do not use the return or enter keys. Please complete in BLOCK CAPITALS.
- If completing by hand please complete in BLOCK CAPITALS and in black ink. Please mark option boxes with an 'x'. • Bank use only – verbal adequate explanations given where applicable.
- Please ensure that you review, complete and sign the Credit Agreement in section 6.
- Please forward the completed Application and Agreement Form and enclose any/all additional signed forms as appropriate.
- Please note your application may be delayed if not fully completed.

Ulster Bank subscribes to the Standards of Lending Practice. The Standards of Lending Practice can be found at www.lendingstandardsboard.org.uk/the-slp

Who should complete this form?

- Sole traders
- Partnerships of three partners or less
- Any other unincorporated business

If your business is a PLC, Limited Company, Limited Liability Partnership, Partnership of four or more partners, partnership where ALL partners are incorporated or any other incorporated business, then please ask your Relationship Manager or Business Team for the appropriate OneCard application form.

How we will use your information

Before continuing with this application, please read the information below which explains how we will use your personal and financial information during this application. When we use and share personal and financial information, we do so on the basis that we have a legitimate interest to prevent fraud and money laundering, to manage our risk and to protect our business and to comply with laws that apply to us (including verifying your identity and assessing the suitability of our products).

For full details about how we use the personal and financial information of our customers, please see our full Privacy Notice at www.ulsterbank.co.uk/privacy.

Who we are

The organisation responsible for processing your information is Ulster Bank Ltd, a member of The Royal Bank of Scotland Group ("RBS").

1. Business details

Business name

as you wish it to appear on the card (maximum 21 characters including spaces)

Business name in full
(if different from above)

Business address for all correspondence and card delivery

Address line 1

Address line 2

Address line 3

Address line 4
OR overseas country

Postcode

Business contact number
(including STD)

2. Your OneCard programme

Number of cards you wish to apply for

Business credit limit required £

Preferred statement date (DD) (please select a date from 3rd to 28th of the month)

2.1 Contact details for your Programme Co-ordinator / Point of Contact

Programme Co-ordinators / Point of Contact may only make administrative changes for cardholders, including changes to cardholder limits. This may be done in writing, by fax or by phone.

Programme Co-ordinator / Point of Contact name _____
(title, first name and surname)

Date of birth (DD/MM/YYYY) (must be completed)

Security password (must be completed)
(the password must be 6–8 alpha and numerical characters)

Preferred telephone / mobile number

Fax number

E-mail address

2.2 Payment details

The payment method will be Direct Debit.

The monthly card expenditure will be billing centrally. Please ensure that you complete the Direct Debit Mandate that is contained in this application form.

Payment due date – Please mark the number of days after your statement when you wish to make payment. (mark one box only)

7 days 14 days* 21 days* 25 days* 28 days*

*fees apply

3. Cardholder details

Please ensure ALL sections are completed, missing or partial information will delay the opening of the card.

You will need to complete a section for each OneCard holder. If you are requesting more than four cards please download a Cardholder Schedule. Go to www.ulsterbank.co.uk/onecard. Please complete the details on screen for each cardholder and give a printed and signed copy of the schedule to your Relationship Manager or Business Team with this form.

- Anti-money laundering regulations require that we obtain certain information, including full name, date of birth, nationality and residential address of cardholders.
- We are required to obtain cardholder's telephone number and email address to verify suspicious transactions.

Cardholder 1

Title Mr Mrs Miss Ms Other

If 'Other', please specify

First name

Middle name(s)

(please provide the middle name in full)

Surname

Name as you wish it to appear on the card

(title, first name and surname – maximum of 21 characters including spaces)

Must be completed

Residential address line 1

Residential address line 2

Residential address line 3

Residential address line 4 OR overseas country

Postcode

We are required to obtain cardholder's telephone number and email address to verify suspicious transactions. Failure to provide these details may delay transaction authorisation.

Preferred telephone / mobile number

Email address

What is the nationality of the cardholder?

Security password from the cardholder for identification (maximum of 20 characters with no spaces) (must be completed)

Date of birth to help us identify the cardholder (DD/MM/YYYY) (must be completed)

What monthly credit limit is required for this cardholder? £

Is a cash withdrawal facility required? Yes No

Is a single transaction limit required? Yes No

If 'Yes', how much? £

If you wish to block certain spending categories for your cardholders, please complete an **Individual Blocking Form**, for each card.

Cardholder 2

Title Mr Mrs Miss Ms Other

If 'Other', please specify

First name

Middle name(s)

(please provide the middle name in full)

Surname

Name as you wish it to appear on the card

(title, first name and surname – maximum of 21 characters including spaces)

Must be completed

Residential address line 1

Residential address line 2

Residential address line 3

Residential address line 4
OR overseas country

Postcode

We are required to obtain cardholder's telephone number and email address to verify suspicious transactions. Failure to provide these details may delay transaction authorisation.

Preferred telephone / mobile number

Email address

What is the nationality of the cardholder?

Security password from the cardholder for identification (maximum of 20 characters with no spaces) (must be completed)

Date of birth to help us identify the cardholder (DD/MM/YYYY) (must be completed)

What monthly credit limit is required for this cardholder? £

Is a cash withdrawal facility required? Yes No

Is a single transaction limit required? Yes No

If 'Yes', how much? £

Cardholder 3

Title Mr Mrs Miss Ms Other

If 'Other', please specify

First name

Middle name(s)

(please provide the middle name in full)

Surname

Name as you wish it to appear on the card

(title, first name and surname – maximum of 21 characters including spaces)

Must be completed

Residential address line 1

Residential address line 2

Residential address line 3

Residential address line 4
OR overseas country

Postcode

We are required to obtain cardholder's telephone number and email address to verify suspicious transactions. Failure to provide these details may delay transaction authorisation.

Preferred telephone / mobile number

Email address

What is the nationality of the cardholder?

Security password from the cardholder for identification (maximum of 20 characters with no spaces) (must be completed)

Date of birth to help us identify the cardholder (DD/MM/YYYY) (must be completed)

What monthly credit limit is required for this cardholder? £

Is a cash withdrawal facility required? Yes No

Is a single transaction limit required? Yes No

If 'Yes', how much? £

Cardholder 4

Title Mr Mrs Miss Ms Other

If 'Other', please specify

First name

Middle name(s)

(please provide the middle name in full)

Surname

Name as you wish it to appear on the card

(title, first name and surname – maximum of 21 characters including spaces)

Must be completed

Residential address line 1

Residential address line 2

Residential address line 3

Residential address line 4
OR overseas country

Postcode

We are required to obtain cardholder's telephone number and email address to verify suspicious transactions. Failure to provide these details may delay transaction authorisation.

Preferred telephone / mobile number

Email address

What is the nationality of the cardholder?

Security password from the cardholder for identification (maximum of 20 characters with no spaces) (must be completed)

Date of birth to help us identify the cardholder (DD/MM/YYYY) (must be completed)

What monthly credit limit is required for this cardholder? £

Is a cash withdrawal facility required? Yes No

Is a single transaction limit required? Yes No

If 'Yes', how much? £

4. Management Information

Cards OnLine

Cards OnLine is a secure online statement and information service provided with your onecard. If you opt to enroll your OneCard programme with Cards OnLine, a User ID and initial password will be notified to your Cards OnLine Administrator by email (if provided). To complete the registration process the Cards OnLine Administrator should visit cardsonline-commercial.com and login under the section headed 'Already Enrolled' following the on-screen instructions. A Mailer Authentication Code will be sent to the Cards OnLine Administrator within 10-14 days of registering for Cards OnLine. After entering the code in the system the Cards OnLine Administrator will have full access to the service, and are able to give consent for third party providers (like account aggregators) to access data the bank holds on the cards account.

I wish to enrol our OneCard programme with Cards OnLine (please place a cross in the box).

Please note that by opting to receive an e-statement you will not be sent a paper statement by post.

However, if you prefer to continue to receive a paper statement please place a cross in this box.

Cards OnLine Administrator details

Your Programme Co-ordinator (as provided in section 2.1) will be set-up as your Cards OnLine Administrator.

E-mail notification of each statement and other Cards OnLine information will be sent to the e-mail address of the Cards OnLine Administrator.

Smart Data Online

Your OneCard includes a sophisticated online management information reporting system, Smart Data OnLine (SDOL). Your business will benefit from a range of online services, including over 30 standard MI reports, data exporting and expense management tools. View the SDOL demo on www.ulsterbank.co.uk/smartdataonline which will provide you with the key benefits. Details of how to start using SDOL will be sent to you once your OneCard account is opened.

5. Travel Accident and Corporate Liability Waiver insurance benefits

Ulster Bank **OneCard** is offered with free Chubb Travel Accident insurance and Corporate Liability Waiver insurance, however you can choose to opt out of receiving one or both of these benefits by indicating this below. Please be aware there will be no discount to fees or charges as a result of choosing not to take these free benefits.

Travel Accident insurance – **OneCard** comes with a free Chubb travel accident insurance policy that pays a lump sum if your cardholder and/or up to three business colleagues / associates sustain a permanent serious injury while travelling on a business trip when this card has been used to pay for the travel/fares. Cover is offered for loss of limb, loss of sight, permanent total disablement and death caused by an accident (please refer to the Policy Summary included in this application form for more details).

If you **do not** want to have this free insurance included, please place a cross in this box

Corporate Liability Waiver insurance – our Corporate Liability Waiver Insurance will protect your business if a cardholder uses their **OneCard** for something that's not legitimate business spending (please refer to the Policy Summary included in this application form for more details).

If you **do not** want to have this free protection included, please place a cross in this box

6. Your Agreement

How we will use and share your information

(a) Credit reference and fraud prevention agencies

We may request information about you/your business and the proprietors of that business from credit reference agencies to help verify your identity, and to check your credit status to help assess what product you are most suitable for and/or your ability to repay any credit. Those agencies may keep a record of our request(s) and this may affect your ability to obtain credit elsewhere.

While you have a relationship with us, we will continue to share information with credit reference agencies about how you manage your account including your account balance, the regularity of payments being made, credit limits and any arrears or default in making payments. This information will be made available to other organisations.

When assessing this application, we may consider any financial connections you have with third parties (for example from any joint accounts or joint mortgage you hold/have held). If this is a joint application then a new financial connection may be created. Any financial connection will remain on your record until you request the third party's information to be removed from your record by filing a "notice of disassociation" with the credit reference agencies.

Further information about credit reference agencies, how they use personal information, and financial connections and how they may be ended, can be obtained from the credit reference agencies. The main credit reference and fraud prevention agencies we use are Experian (www.experian.co.uk/crain), Equifax (www.equifax.co.uk/crain), Callcredit (www.callcredit.co.uk/crain), CIFAS (www.cifas.org.uk/privacy-notice) and Hunter (www.nhunter.co.uk/privacypolicy).

For more information about the agencies we use, see Section 11 of our main privacy notice (Credit reference and fraud prevention agencies).

Application decisions may be taken based on solely automated checks of information from credit reference agencies and internal RBS records. You have rights in relation to automated decision making. If you want to know more please see our full privacy notice at www.ulsterbank.co.uk/privacy or contact your Relationship Manager.

In order to prevent and detect fraud and/or money laundering, the information provided in this application may be checked with fraud prevention agencies. If fraud is identified or suspected details may be recorded with these agencies to prevent fraud and money laundering.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, you could be refused services, finance or employment.

When credit reference and fraud prevention agencies process your information, they do so on the basis that they have a legitimate interest in preventing fraud and money laundering, to verify your identity, to protect their business and to comply with laws that apply to them.

(b) With other RBS companies

We and other RBS companies worldwide will use the information you supply in this application (and any information we or other RBS companies may already hold about you) in connection with processing your application and to assess your suitability for our products.

If your application is declined we will normally keep your information for up to 5 years, but we may keep it for longer if required by us or other RBS companies in order to comply with legal and regulatory requirements.

We and other RBS companies may use your information in order to improve the relevance of our products and marketing.

(c) With other third parties

The information provided in this application may be used for compliance with legal and regulatory screening requirements, including confirming your eligibility to hold a UK bank account and sanctions screening.

We may be required to disclose certain information to regulators, government bodies and similar organisations around the world, including the name, address, tax number, account number(s), total gross amount of interest paid or credited to the account and the balance or value of the account(s) of our customers to HM Revenue and Customs (“**HMRC**”). HMRC may exchange this information with other countries’ tax authorities.

Confirming your agreement

By continuing with this application, you confirm that we may use your information in the ways described above and are happy to proceed.

The Bank will only accept requests to issue cards or make changes to this agreement from the Authorised Signatories in writing. These requests must be in accordance with the authority held by the Bank.

Primary authorised signature

Secondary authorised signature

X

X

In accordance with the authority held by the Bank
Primary Authorised Signatory Name
(title, first name and surname)

In accordance with the authority held by the Bank
Secondary Authorised Signatory Name
(title, first name and surname)

Date (DD/MM/YYYY)

Date (DD/MM/YYYY)

Marketing information

We would like to keep you informed by letter, phone, e-mail and text message about products, services and offers that we believe may be of interest to you. If you do not wish us to contact you for these purposes, please place a cross in the box.

Communications about your account

Notwithstanding your marketing choices above, we will contact you with information relevant to the operation and maintenance of your account by a variety of means including online banking, mobile banking, e-mail, text message, post and/or telephone.

7. The Ulster Bank OneCard (Charge Card facility)

Credit Agreement regulated by the Consumer Credit Act 1974

Sole Trader, 1st Member/Official or Partner name

Title Mr Mrs Miss Ms Other

First name

Surname

2nd Member/Official or Partner name

Title Mr Mrs Miss Ms Other

First name

Surname

3rd Partner name

Title Mr Mrs Miss Ms Other

First name

Surname

Name of business (to be completed by Sole Traders, Partnerships, Charities, Clubs, Societies and Associations only)

Business address line 1

Business address line 2

Business address line 3

Business address line 4 OR overseas country

Postcode

KEY FINANCIAL INFORMATION

A. Business Credit Limit	The Bank will set the monthly credit limit from time to time and will inform the Business of what it is. The Bank will set a Cash Advance Limit from time to time and will notify the Business of the applicable Cash Advance Limit.				
B. Repayment	Each month you must pay the full amount outstanding on the Business Account by the Payment Due Date. This Payment Due Date will be the Grace Period you have chosen from the Statement Date (see condition 3.1). A payment due on a non Business Day, will be payable on the next Business Day. Your first monthly Statement will normally be produced within one month of using the Business Account.				
C. APR	The APR will depend upon the Grace Period you have chosen as shown.				
Grace Period	7 days	14 days	21 days	25 days	28 days
APR (variable):	2.2%	7.9%	9.3%	9.9%	11.3%

OTHER FINANCIAL INFORMATION

D. Total Charge for Credit	The Total Charge for Credit will depend upon the Grace Period you have chosen. For details of the Grace Period Fee applicable, see Condition 5.2. The Total Charge for Credit is based on an example of £1,500 of credit (including the Annual Card Fee) drawn down at the start of the Agreement and repaid and redrawn in full at monthly intervals for a year (assuming only one card).				
Grace Period	7 days	14 days	21 days	25 days	28 days
Total Charge for Credit	31%	8.9%	10.3%	10.9%	12.3%
Which comprises the following amounts:					
Grace Period Fee	£0	£81	£99	£108	£126
Annual Card Fee:	£32	£32	£32	£32	£32

OTHER FINANCIAL INFORMATION

E. Interest Rates and Payment Allocation	<p>If you repay the full amount outstanding on the Business Account by the Payment Due Date (see Section B above), the Bank will not charge you any interest. If you do not pay the full amount outstanding on the Business Account by the Payment Due Date, we will charge interest on the outstanding balance (excluding sums on which interest is not charged – see below) at an annual rate of 19.2% p.a. (variable) on Cash Advances and on Purchases from the day after the Payment Due Date until full repayment is made to the Business Account. Interest on interest and charges is payable at the same rate as applies to the Transaction or item to which that interest or charge relates and from the day the interest or charges are debited to the Business Account.</p> <p>If interest becomes payable, interest is charged and calculated on the daily average balance for the Statement period and the interest charge is applied to the Business Account on the next Statement Date. Interest is not charged on Administration Fees or other fees which we may apply to your Account because you are in breach of this Agreement.</p> <p>Payments received by the Bank are applied to Transactions or items applied to the Business Account in the following order:</p> <ol style="list-style-type: none"> 1. towards interest, fees and charges shown on the Statement before those not shown as follows: <ul style="list-style-type: none"> • to interest charges; • to Annual Card Fees; • to Administration Fees or other fees which may be applied to the Account because the Business is in breach of the Agreement; and • to other fees and charges; 2. towards repayment of all Purchases shown on any Statement 3. towards repayment of all Cash Advances and shown on any Statement; 4. towards repayment of all Purchases made but not yet shown on any Statement; and 5. towards repayment of all Cash Advances and made but not yet shown on any Statement (See also Condition 3.1).
F. Changes to this Agreement	<p>We may from time to time change what we will charge you under this Agreement and other terms. We will give you at least two months' notice of any such changes (see also condition 14.2).</p> <p>In calculating the APR no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.</p>

KEY INFORMATION

G. Other charges

We will charge you:

- 1) £10 Administration Fee if the full contractual re-payment is not received by the Payment Due Date or is returned unpaid;
- 2) interest on the outstanding balance (except items on which interest is not charged but a fee is payable as set out in Section G.1 above) if unpaid by the Payment Due Date (see Section B above) at an annual rate of 19.2% p.a. (variable) in respect of Cash Advances and Purchases and until paid in full;
- 3) an administrative charge for ancillary services (such as providing duplicate statements as stated in Condition 5.4(e) of the General Terms);
- 4) a foreign exchange commission fee of 2.75% of the transaction amount on each transaction that is not in Sterling (including the purchase of foreign currency);
- 5) on Cash Advances, a Cash Handling Fee which is 2% of the transaction amount (minimum charge £2); and £32 Annual Card Fee for each additional **OneCard** we provide.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when it was made. If they were not, the Bank cannot enforce this agreement without a court order. The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) You can settle this agreement in part at any time by giving notice and paying off some of the amount you owe.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF THE CARD

If your Card is lost, stolen or misused by someone without your permission, you may have to pay up to £25 of any loss to the Bank. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft, etc.

This is a Credit Agreement regulated by the Consumer Credit Act 1974.

Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer(s)

X

Date (DD/MM/YYYY)

X

Date (DD/MM/YYYY)

We hereby request the Bank to:

- a. open an Ulster Bank OneCard account in the name of the Business ('The Business' as defined in the Terms and Conditions);
- b. send the business a monthly statement detailing the amount due by the Business or by the cardholder on behalf of the business to the Bank; and
- c. issue a OneCard (or cards) to the person(s) named on the enclosed cardholder application form(s), who is/are authorised by the Business to undertake card transactions in accordance with the Terms and Conditions.

The Business undertakes that it will meet all expenditure and other charges and interest incurred through the use of all cards issued to cardholders under this agreement.

The Business may from time to time nominate additional or other person(s) to use cards or request increases in card limits by submission to the Bank. The Business hereby accepts and agrees to be bound by the Terms and Conditions as set out in the accompanying leaflet which may be amended from time to time.

This Charge Card Agreement comprises the above terms together with those found in the OneCard Terms and Conditions. The Business can request a copy of this information at any time during the duration of the Agreement

Declaration for Exemption Relating to Businesses

(articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

1. I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us.*
2. I/We* understand that I/we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.
3. I/We* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.
4. I am/We are* aware that, if I am/we are* in any doubt as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974 I/we* should seek independent legal advice.

**Delete as appropriate.*

By signing this agreement and making the declaration set out above in paragraph 1, you are declaring that you are entering into this agreement wholly or predominantly for business purposes carried on (or intended to be carried on) by you. The remainder of the declaration (paragraphs 2-4) is only applicable to you if your credit limit exceeds £25,000 and we reasonably expect you to draw down credit exceeding this amount.

The statutory notices and references to the Consumer Credit Act 1974 are only applicable to agreements governed by the Act and are not therefore relevant to:

- (i) limited companies;
- (ii) partnerships with 4 or more partners;
- (iii) partnerships of 2 or 3 partners all of whom are incorporated; or
- (iv) sole traders or partnerships of 2 or 3 partners (not all of whom are incorporated) where the credit limit exceeds £25,000 and the Bank expects the customer to draw down on an amount of credit exceeding £25,000 at any time during the life of the agreement. The above notices in H, I and "Important – Read The Carefully To Find Out About Your Rights", will not apply.

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Ulster Bank Limited
 Commercial Cards Division
 Thanet Grange
 Westcliffe on Sea
 SS1 9AJ

Service user number

9	6	4	5	7	7
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Name(s) of account holder(s)

Bank/building society account number

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Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

FOR ULSTER BANK ONECARD OFFICIAL USE ONLY

This is not part of the instruction to your bank or building society.

Existing OneCard customers

Please complete the reference number using your 16 digit account number as shown on your statement.

New OneCard customers

We will complete the reference number when your account/card is opened.

Monthly payment:

Charge card – the full statement balance

The actual amount and date the Direct Debit will be collected will be shown on each monthly statement.

Instruction to your bank or building society

Please pay Ulster Bank Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Ulster Bank and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Reference

5	5	6	9	6	9														
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Banks and building societies may not accept Direct Debit Instructions for some types of account

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Ulster Bank will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Ulster Bank to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Ulster Bank or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when Ulster Bank asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us

For Bank use only

Failure to complete **ALL** sections could lead to the application being delayed or returned to you.

IMPORTANT – Please ensure sanction documentation is attached to this application.

RM Details

Relationship Manager/Business Direct Unit name _____

Portfolio code _____

RM/Portfolio Manager contact number _____

External e-mail address _____

Internal address _____

Address line 2 _____

Address line 3 _____

Depot code _____

Customer details

Customer ID (CIN)

Business Current Account Number

Sort code

SIC code

Legal entity name

CIS Prism/RMP cards facility ID

A corporate credit facility of £ is required. (see commercial cards credit policy)

RMP sanction provided BLU sanction provided

Is this customer a Relevant Financial Institution (RFI)? Yes (Customer eligible for 7 days payment grace period only) No

I confirm that KYC checks have been successfully completed and the required NAS Checklist is attached with this application.

I confirm that I have sufficient evidence that both residential and business address are the same for the cardholder(s)

(Place a cross in box if applicable).

I confirm the application has been signed by the authorised signatories as per the bank mandate.

Signed for and on behalf of Ulster Bank Limited
Relationship Manager's/Portfolio Manager's signature

My ISV number is

Date (DD/MM/YYYY)

RM reminder

- Verbal Adequate Explanations provided to customer where applicable
- Pre-Contract Information (PCI) and additional information provided to customer
- Sanctioning paperwork and NAS Checklist attached
- Application agreement signed by customer
- Cardholder schedule and other forms (where signed and completed) attached
- Photocopy the form to retain in the customer's file

• Please fax the completed form and accompanying paperwork to 0845 878 9798

For Cards Customer Services use only

ASC UK CCA regulated Y CDF 24 U E

All cardholders on this application form must be set on TSYS not to receive marketing information.