

# Your Current Account **Terms**



Ulster Bank

TOMORROW BEGINS TODAY

## About this leaflet

This leaflet is also available in Braille, large print and on audio tape. Please visit [ulsterbank.co.uk](http://ulsterbank.co.uk) or ask at any branch for a copy of our leaflet 'Our services for customers with disabilities'.

## Who are our regulators?

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We're entered on the Financial Services Register and our firm reference number is 121878.

## Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) can pay compensation to customers if they're eligible and a bank is unable to pay a claim against it, usually if the bank stops trading or is insolvent. Compensation limits apply depending on the type of claim. We're a member of the FSCS and our personal current accounts are covered by the FSCS.

For further information about the compensation provided by FSCS, please visit [fscs.org.uk](http://fscs.org.uk)

## Useful Phone numbers

Telephone Banking (for general queries and to make payments from your account)	<b>0800 158 8786</b>
If your debit card is lost or stolen	<b>0370 600 0459</b>
If you suspect fraud or you think someone knows your security details	<b>0800 161 5151</b>
If you want to make a complaint	<b>0345 742 4365</b>
If you want to talk to us about any difficulties you're having with your finances	<b>0345 602 3112</b>
Emergency Cash	<b>01268 500 813</b>

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# The meaning of certain words used in these Terms

- An **arranged overdraft** is a limit on your current account we agree with you in advance that allows you to borrow money up to that agreed limit.  
**Arranged overdraft interest** is interest that we charge you for using your arranged overdraft.
- A **business day** means Monday to Friday excluding Northern Irish bank holidays.
- A **cash and deposit machine** is a cash machine which allows you to pay cash or cheques into your account.
- Your **charging period** runs month to month, usually from the date you opened your account. For example, if you opened your account on 15 August, your charging period will run from the 15th of each month to the 14th of the next month. You can find out your charging period by contacting us.
- The **Effective Annual Rate of Interest (EAR)** is the actual yearly cost of overdraft interest because it takes into account that we charge interest monthly. This means that you'll pay interest on any interest that has been added to your overdraft balance in the previous monthly charging period. It doesn't take account of any additional fees we may charge (for example, the Unpaid Transaction Fee).
- The **European Economic Area (EEA)** is a collection of countries. The countries in the EEA are all the countries in the European Union plus Iceland, Liechtenstein and Norway.
- If your arranged overdraft has an **interest free buffer**, this means you can use your arranged overdraft up to the value of your interest free buffer without needing to pay arranged overdraft interest.
- **Monthly cap on unarranged overdraft charges**
  - 1 Each current account will set a monthly maximum charge for:
    - (a) Going overdrawn when you have not arranged an overdraft; or
    - (b) Going over/past your arranged overdraft limit (if you have one).
  - 2 This cap covers any:
    - (a) Interest and fees for going over/past your arranged overdraft limit;
    - (b) Fees for each payment your bank allows despite lack of funds; and
    - (c) Fees for each payment your bank refuses due to lack of funds.
- The **Nominal Annual Rate** is the annual rate of interest you'll pay for your overdraft (it doesn't take into account that you'll pay interest on any interest that has been added to your overdraft balance in the previous month).
- **Overdraft interest** refers to both arranged overdraft interest and unarranged overdraft interest.
- A **payee** is the person you intend to pay (for example, the recipient of a Direct Debit).
- A **payer** is the person or organisation you receive a payment from.
- An **unarranged overdraft** is an overdrawn balance on your account which you didn't arrange with us in advance.
- **Unarranged overdraft interest** is interest that we charge you for using an unarranged overdraft.
- Where we refer to **you** this includes each account holder (if you have a joint account with us). **You** also includes any third party you've authorised to act on your behalf where the term relates to giving us instructions.

# General Terms

## 1 Introduction

### 1.1 Your agreement with us

These Terms form part of the agreement between you and us (National Westminster Bank Plc, trading as Ulster Bank, registered in England and Wales (Registered Number 929027)). They explain how your account works and set out the rights and responsibilities that each of us has regarding your account. The following documents also form part of our agreement:

- any benefit terms which apply to your account;
- any overdraft agreement setting out the terms of your arranged overdraft; and
- the Mobile Banking Terms.

Please ask us if you need up-to-date copies of any of the documents which make up our agreement. You can also find these Terms, our benefit terms and the Mobile Banking Terms at [ulsterbank.co.uk](http://ulsterbank.co.uk)

The Terms are split into two parts:

- General Terms (which apply to all accounts unless we tell you otherwise); and
- Account Specific Terms (which only apply to particular accounts).

If an Account Specific Term is inconsistent with a General Term, the Account Specific Term will apply.

### 1.2 Opening and using your personal current account

Our personal current accounts are only available to be opened by individuals resident in the UK.

Your account is designed to be used in the UK and must not be used for business purposes. If you move and are no longer resident in the UK, please tell us as soon as possible as this may affect our ability to keep your account open or to keep offering you the same account functionality.

You must not use your account for any illegal purpose, which includes tax evasion, or to avoid tax.

### 1.3 The law that applies to your agreement

The laws of Northern Ireland apply to this agreement. If there's a dispute between us, you can take legal action against us in any Northern Irish court.

## 2 Giving us your instructions

### 2.1 Giving us your instructions

You can give us instructions in a number of different ways including:

- in writing
- by cash machine
- by telephone
- in branch
- online
- using your mobile device
- by debit card
- or by any other means we tell you are available.

This may include asking you to take extra steps (for example, entering a one-time passcode that we send you or using biometric data such as a fingerprint) to authorise transactions.

You can also give instructions through third parties you've authorised to act on your behalf, for example powers of attorney and third party providers (like account aggregator services).

If you ask us to make a payment (including standing orders and other regular payment instructions set up on your account) and the payee has switched accounts using the Current Account Switch Service, we'll update the account details of the payee on your payment instruction.

## 2.2 Delaying or refusing to act on your instructions

We'll always follow your instructions (including to pay in cash or cheques, or to withdraw cash), unless:

- we reasonably believe that you didn't authorise the instruction;
- we reasonably suspect the instruction is for an illegal purpose;
- we reasonably suspect your instruction is connected to a scam, fraud or any other crime, or we reasonably consider that your instruction is of a type where there is a high risk of there being such a connection;
- your instructions are unclear or incomplete;
- you request an unarranged overdraft and we refuse the payment due to lack of funds;
- we reasonably suspect that following your instruction may mean that we breach a law or regulation with which we must comply or may expose us to action from a government, regulator or law enforcement agency;
- a restriction which applies to your account prevents us from following your instruction (for example, the instruction exceeds the daily or annual payment limits, or any deposit or withdrawal limits set on your account);
- your instructions appear unusual and we want to carry out further checks, such as contacting you for more information;
- we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved; or
- you've broken any term of our agreement in a serious way.

If you'd like to know why we didn't follow your instruction you can call us on **0345 742 4365**. If we can, we'll explain why we didn't follow your instruction unless there's a legal or security reason which means we can't provide an explanation.

## 3 Joint Accounts

Any one of you can discuss your account with us or give us instructions (without the consent of the other account holder(s)). This includes instructions to withdraw all of the money in your account or close your account. If you don't want your account to work in this way, any one of you can tell us that we can only accept instructions from all of you acting together. After this happens, all instructions must be in writing and signed by all of you. This means that you won't be able to use our telephone, mobile or online banking services, or use a debit card as these services rely on us being able to accept instructions from just one of you.

If you want to add or remove an account holder on an account, you must all agree to this. Where a joint account holder is the victim of financial abuse we may agree to a request from them to be removed from an account without the agreement of the other account holder(s).

You're all responsible to pay back any overdraft on your account. This means that we can ask all or just one of you to repay the full amount of any money you owe us and not just a share. This applies even if you're unaware that an overdraft has been used on your account.

If you all live at the same address (or you give us the same email address) we'll send joint communications to all of you at that address. If you live at separate addresses then we'll only send communications to one of you.

If one of you dies, we'll accept instructions from the remaining account holder(s) and the account will pass into their name(s).

## 4 Paying money into your account

### 4.1 Electronic transfers

When we receive an electronic transfer, the money will be credited to your account (i.e. available for you to use and will start earning credit interest (if payable)) on the same day.

If we receive the money (and instructions to pay it into your account) by:	<b>Faster Payments</b> , we'll check the instruction and if we approve it then the money will usually be credited to your account immediately.
	<b>CHAPS</b> , we'll check the instruction and if we approve it then the money will be credited to your account within 90 minutes of receipt.

We may not accept and credit an electronic payment to your account if we reasonably suspect that:

- it's fraudulent or related to other criminal activity on your account, or we reasonably consider that there is a high risk of such; or
- accepting it might cause us to breach a law or regulation with which we must comply.

### 4.2 Cash

Cash will be available for you to use at different times depending on how and when the cash is paid into your account:

How is the cash paid in?	When will the cash be available to use?
Branch counter	<ul style="list-style-type: none"><li>• Immediately (if received within normal branch opening hours) or</li><li>• Next business day (if received outside of normal branch opening hours).</li></ul>
Cash and deposit machine before 4:30pm on a business day	Same day
Cash and deposit machine after 4:30pm or on a non-business day	Next business day
Post Office® counter using your debit card.	Immediately
Post Office counter using a pay-in slip	When we receive the cash from the Post Office (normally two business days after you pay it in)

### 4.3 Cheques

When you pay a cheque from a UK bank or building society into your account before 3:30pm, the money will be in your account before 11:59pm the next business day at the latest.

If a cheque is paid into your account after 3:30pm or on a non-business day, this process will begin on the next business day.

*For example, if you pay a cheque into your account at 4pm on a Thursday, the money will be available for you to use before midnight on the Monday evening at the latest.*

If a cheque is paid into your account at a Post Office, this process will begin when we receive it from the Post Office (normally one business day after you pay it in).

Cheques not issued by a UK bank or building society and foreign currency cheques follow a different process and might take longer than these timescales.

Occasionally there may be legal reasons, processing limitations or limited circumstances beyond our control which stops us from receiving the cheque or causes a delay to these time periods.

#### 4.4 Earning credit interest on your account

The Adapt account pays interest on money in your account.

Amount held in account	AER %	Gross Rate %
All amounts	2.70	2.67

Interest is calculated on your daily, cleared credit balance and is paid into your account monthly.

#### 4.5 Foreign Currency Conversion

Except where otherwise stated, our exchange rates are based on our prevailing rate at the date and time that a foreign currency payment is processed.

When we receive a payment in a foreign currency, the exchange rate applied by us before the payment is credited to your account will be based on our exchange rate at the date and time that the foreign currency is processed. Once the payment has been processed, as soon as we reasonably can afterwards, we will provide you with the payment information including the exchange rate applied.

Our reference exchange rates are published at [natwest.com](http://natwest.com) (search for “Commercial Exchange Rates”). These are indicative rates only and incorporate our margin. They are published for reference purposes. We may change our exchange rates immediately and without notice where such changes reflect a change in the reference exchange rate or where the change is more favourable to you.

### 5 Keeping your Account safe and limiting the use of your Account

#### 5.1 What you need to do to keep your account safe

You must:

- take all reasonable steps to keep your security details safe (including your debit card PIN and any passwords or log-in details for telephone, mobile or online banking);
- never share your authentication codes/details (including a one time passcode or card reader code) with anyone as these can be used to authorise payments out of your account;
- never approve a transaction in your mobile app that you don't recognise or have not made yourself;
- take reasonable steps to maintain the hardware and software on any device you use for online or mobile banking (for example, a mobile phone or computer), which may include carrying out regular virus checks and security updates;
- sign your debit card as soon as you receive it;
- keep your debit card and mobile device (for example, mobile phone or tablet) secure at all times and not let anyone else use them to make payments;
- when you're logged on to online or mobile banking, not leave the device you're using unattended and you must make sure that any information stored or displayed on your device is kept secure; and
- be aware that if you give your online banking password and log in details to a third party provider, we're not responsible for what they do with your details or account information.

We'll never:

- ask you to give us or any person or organisation your full security details (including your debit card PIN, your online banking password or security codes);
- send someone to collect cash, PIN, debit card or cheque book if you're a victim of fraud; or
- ask you to transfer money to a new account for fraud reasons.

Some third party providers might ask you for your online banking log in details and password to provide their service to you. If you decide to give them this information, this means that they'll be able to see and do anything you can on your accounts. If you're ever in doubt, please refer to the customer security centre at [ulsterbank.co.uk/security](https://ulsterbank.co.uk/security) and/or call the number on the back of your debit card.

## 5.2 What you need to do if you think someone knows your security details or you've lost your debit card or mobile device

- If you think that someone else might know your debit card or security details or if you suspect that someone may have used your account without your permission, please tell us as soon as possible by calling **0800 161 5151** (or **+44 370 010 1913** from outside the UK) or visiting any branch; or
- If you need to report a debit card as lost or stolen, please tell us by calling us on **0370 600 0459** (or **+44 1268 500 813** from outside the UK), visiting any branch or by accessing our webchat service at [ulsterbank.co.uk](https://ulsterbank.co.uk). If you use your mobile device to make payments from your account (for example, through the mobile app or making a contactless mobile payment) and your mobile device is lost or stolen, please tell us by using these contact details.

## 5.3 Limiting the use of your account or your services

We may suspend or restrict the use of your accounts, or certain services (such as your debit card or online banking) if:

- we reasonably believe that your security details or debit card details haven't been kept safe;
- we reasonably suspect that your security details or your debit card have been used fraudulently or without your permission;
- as a result of a change in the way you use your account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments;
- a restriction applies to your account (for example, we're told about a dispute between joint account holders, which means the account can't be used until the dispute is resolved);
- we reasonably believe it's appropriate in order to protect your account;
- you are no longer resident in the UK (and we are unable to operate your account in the same way as when you were resident in the UK);
- you've broken any term of this agreement in a serious way;
- we reasonably suspect that your account or any other account you hold with us (or another member of NatWest Group) has been, is being or is likely to be used for an illegal purpose;
- we reasonably suspect you're involved in fraud or other serious criminal activity; or
- we reasonably suspect that by not taking these steps we might breach a law or regulation with which we must comply.

We'll explain why we've taken any of these steps, unless we're unable to contact you or there's a legal or security reason which means we can't provide an explanation.

## 5.4 Notifying you of concerns

If we suspect or become aware that your account may be subject to fraud or security threats, we'll contact you using the contact details we hold for you.

## 5.5 Limits on payments to and from your account

We may apply limits to payments to and from your account, for example, to the amount of cash you pay in or withdraw, or to payment types where there is a high risk of fraud, scams or other crimes. We monitor these limits, may change them over time and will make information on them available to you, unless there is a security reason that prevents us from doing so.

We may allow you to set some limits, such as those that apply to contactless payments and Faster Payments.

## 6 Communications and Statements

### 6.1 How we'll contact you

We'll contact you and provide communications to you (which will be in English) by:

- post;
- phone;
- email to the email address you gave us;
- secure message to your inbox in online banking;
- text message to the mobile phone number you gave us; and/or
- notification through the mobile banking app.

Any documentation we send you by email, secure message or through the mobile app may be sent as an electronic attachment (for example, as a PDF). You should make sure that your electronic device(s) are set up to receive our communications (for example, they have the correct hardware, software, operating system and browser).

### 6.2 Statements

Unless we agree otherwise, we'll provide you with statements every month and free of charge, provided that there have been payment transactions on the account during the month.

We can provide you with a copy of a previously issued statement. If you would like a statement that is less than seven years old there is no charge but if you would like a statement from more than seven years ago this will cost **£10**.

### 6.3 Your contact details

If your contact details change, you should tell us as soon as you can to ensure you receive our communications.

## 7 Taking money out of your account

### 7.1 Withdrawals and payments

You can make cash withdrawals or payments from your account if you have funds available and/or you have an available arranged overdraft. When deciding if you have funds available and/or an available arranged overdraft to cover the withdrawal or payment, we'll exclude any debit card payments that have been approved but haven't been taken from your account yet.

You can withdraw cash from cash machines up to your cash withdrawal limit. This limit applies to withdrawals inside and outside the UK and we may change it from time to time.

### 7.2 Cheques

You can ask for a cheque book provided that cheque books are available on your account.

You can make payments from your account by cheque if you have funds available and/or you have an available arranged overdraft. When deciding if you have funds available and/or an available arranged overdraft to cover the withdrawal or payment, we'll exclude any debit card payments that have been approved but haven't been taken from your account yet.

If you issue a future dated cheque and it's presented for payment before the specified date, we may pay it.

### 7.3 Using your debit card

A debit card is available with your account. The card will display a 'Debit' logo and can be used to make purchases in stores, over the phone or online and can be used to withdraw cash from cash machines.

Some services let you create a digital copy of your debit card (for example, by adding your card to your mobile device to make contactless mobile payments or by saving your card details online to let you make payments more quickly). If you use your debit card in this way, any payments will be treated as if you used the physical card.

When we send you a replacement debit card, we may issue it under a different card scheme (for example, Visa or Mastercard). We may also enrol your replacement card with that card scheme's automatic updater service, which will securely update the details of your former card that are saved with a merchant to save you from individually updating the details with every merchant.

We own any card issued by us, and you are not entitled to alter or modify the card or other payment instrument, yourself or through a third party, in any way. If we ask, you must return a cancelled card or other payment instrument.

### 7.4 Charges for using your debit card

Sometimes we'll charge you fees for using your debit card to access your money or to make payments. We've explained these fees and when they'll be charged below, but this doesn't include any fees a third party might charge you (for example, a cash machine fee):

Using your debit card	Charges
Cash withdrawals in a foreign currency; <b>Inside the UK:</b> – from a cash machine <b>Outside the UK:</b> – from a cash machine; or – purchase of currency; or – purchase of travellers' cheques	<b>Non-Sterling Transaction Fee of 2.65%</b> of the value of the payment
<b>Inside or outside the UK:</b> Payments made in a foreign currency. <i>(For example, purchasing goods in a shop while you're on holiday, which includes any cashback requested as part of the transaction)</i>	

- If you make a payment outside the UK or in a foreign currency and you receive a refund of that payment, the Non-Sterling Transaction Fee charged for the original payment won't be refunded.

Where a fee is shown as a percentage, this means a percentage of the value of the transaction in pounds Sterling.

We'll convert any payment made in a foreign currency using your debit card into pounds Sterling using the **Payment Scheme Exchange Rate** (the rate provided by Visa, Mastercard or any other payment scheme) at the time the payment is taken from your account. If you'd like to see the most up-to-date exchange rates you can visit the website of the payment scheme shown on your card (for example, Mastercard or Visa).

If you'd like to view our currency conversion charge with reference to the daily rate which is issued by the European Central Bank, you can visit [ulsterbank.co.uk/usingmycardabroad](http://ulsterbank.co.uk/usingmycardabroad). The figures displayed on that page change daily and are simply to help you compare our fees with other banks across Europe.

### 7.5 Timescales for making debit card payments

We'll only take a debit card payment from your account when we receive the request from the payee's bank (for example, the store). This means there may be a delay between using your debit card to make a purchase and the payment being taken from your account. We'll always take payments that have been charged to your debit card from your account, and we'll do so within one business day of receiving the request for payment.

### 7.6 Timescales for making other payments

If you tell us to make a payment (i.e. send money) in the UK, in most cases the payment will be made using the Faster Payments Service and the money will be added to the payee's account immediately. In limited circumstances (for example, if we suspect fraud), the payment may take longer to reach the payee's account.

If we can't use the Faster Payments Service, then the following timescales will apply:

Type of payment	When will the payment reach the payee's account following receipt of your instruction?
Sterling electronic payment	By the end of the next business day
Sterling paper-based payment (for example, a giro payment)	By the end of the second business day

If an instruction is received on a **non-business day or after 3:30pm on a business day**, the process for making the payment will start on the next business day.

If you want to make a payment (i.e. send money) outside the UK or in a foreign currency, separate terms will apply. Different timescales apply to these payments, which we'll tell you about when you arrange the payment.

Before you make a foreign currency payment, you can ask us for the exchange rate that will be applied to the payment and we'll provide that rate if we can. If we're unable to tell you the actual exchange rate before the payment is processed, we'll provide it to you as soon as we can afterwards.

Our exchange rates are based on our prevailing rate at the date and time that a foreign currency payment is processed. We publish reference exchange rates on [ulsterbank.co.uk](http://ulsterbank.co.uk) (search for "Exchange Rates"). These are indicative rates only and are published for reference purposes. We may change our exchange rates immediately and without notice where such changes reflect a change in the reference exchange rate or where the change is more favourable to you.

### 7.7 Cancellation of a payment

We can't stop a payment you've asked us to make unless it's made by a cheque, standing order, Direct Debit or future dated payment.

To stop a cheque, you must ask us to cancel the cheque that you have written before it has been presented for payment by the beneficiary to their bank.

To cancel a standing order, Direct Debit or future dated payment, you should contact your branch or telephone banking. You can also cancel a standing order or Direct Debit through online banking. Payments can't be stopped after they've been processed.

We may cancel any standing order or Direct Debit on your account if it's unpaid more than once and we reasonably believe that the balance on your account is unlikely to be sufficient to meet future payments.

### **7.8 Paying charges from your account**

Any charges you incur will be taken directly from your account. There may be other charges for additional services not covered in these Terms (for example, a CHAPS payment) but we'll always tell you about these charges before the service is provided.

### **7.9 Tax**

If you owe tax (or other charges) to an authority in connection with your account, we may take this payment directly from your account.

### **7.10 Using money in your account to repay money you owe us**

If you've borrowed money from us (for example, through a loan, credit card or overdraft) and the money or the repayments are overdue for payment, we may take money from your account to repay some or all of the money you owe us (including any fees or interest). This is called "set off". We'll **never** set off a debt on a:

- sole account against money held in a joint account between the sole account holder and another person; or
- joint account against money held in another joint account between different joint account holders.

We may also set off any money we owe you (for example, as a refund or compensation or to settle a complaint you've made against us) to repay or reduce any money you owe us which is overdue for payment. If you have claimed a refund from us for a payment that you have understood to have been made from your account in error (for example, a Direct Debit or other similar recurring payment collection) and our investigations conclude that you were not entitled to that refund, we may reverse the refund and take this payment from your account.

If a payment is being made to you and we credit your account with the payment before we have received the funds from the payer's bank or provider or any agent used by the payer's bank or provider and the funds are not subsequently received by us then we may reverse the crediting of this payment and take it from your account.

## **8 What happens when something goes wrong?**

### **8.1 What to do if an incorrect or unauthorised payment is taken from your account**

If you suspect that an incorrect or unauthorised payment has been made from your account, you must contact us as soon as possible by calling **0370 600 0459** or contacting your branch.

### **8.2 What we'll do if an incorrect payment has been made to or from your account**

If we pay money into your account by mistake, we can take the money out of your account.

If we make an incorrect payment from your account, which was our mistake, we'll refund you (including any charges or overdraft interest that you've paid as a result of the payment being taken).

If you tell us that we've made an incorrect payment based on incorrect payment details you gave us, we'll make reasonable efforts to recover the payment for you but we may not be able to recover it and we may charge you a fee for trying. If we can't recover the payment we won't refund you but we'll contact the payee's bank to ask for the payee's contact details for you.

If an error is made in a Direct Debit, you'll be entitled to a refund from the payee or from us.

This is known as the Direct Debit Guarantee. For more information please see [directdebit.co.uk](http://directdebit.co.uk)

Please remember that the sort code and account number of an account identifies it, not the name of the account holder.

### 8.3 What we'll do if the payer's bank tells us about an incorrect payment

We may take a payment from your account if the payer's bank tells us that this payment was sent to you incorrectly. If this happens, we'll hold the money and contact you to tell you what's happened. We'll ask you to confirm if the payment was sent to you incorrectly. If the payment was sent incorrectly then we'll return it to the payer. If you tell us that the payment was not sent incorrectly then we'll return the money to you but we may have to pass your contact details on to the payer's bank. If we can't get in touch with you within 15 business days, then we'll return the payment to the payer.

If the payment is a CHAPS or SEPA payment, we'll ask you before we take the payment from your account.

### 8.4 What we'll do if you tell us about an unauthorised payment

If an unauthorised payment has been taken from your account (which means someone else made the payment without your permission), you should tell us as soon as possible so that we can take steps to protect your account. You may be entitled to a refund – this will depend on a number of factors (including whether the payment meant your account became overdrawn). In this table we refer to **payment details** – this includes your debit card, debit card details and your security details.

What happened?	Will we refund you?
You acted fraudulently	We won't refund you in any circumstances.
An unauthorised payment was taken from your account before you received your payment details.	We'll refund you (including any charges or overdraft interest you've paid as a result of the payment being taken).
Your payment details were lost or stolen.	We'll refund all unauthorised payments but we may hold you responsible for the first £35 if we believe you should have been aware that your payment details were lost or stolen.
Your payment details were used to pay for something at a distance where the account holder doesn't need to be there (for example, online or over the phone).	We'll refund any unauthorised payments (including any charges or overdraft interest you've paid as a result of the payment being taken).
You intentionally or with gross negligence failed to: <ul style="list-style-type: none"><li>• use your payment details in accordance with these Terms (for example, you didn't take reasonable steps to keep your payment details safe); or</li><li>• tell us as soon as you became aware that your payment details were lost or stolen or that an unauthorised payment was taken from your account.</li></ul>	We won't refund you for any unauthorised payments that were made before you notified us, unless any part of the unauthorised payment created an overdraft on your account. If that happens, we can hold you responsible for the first £35 but will refund the rest of the overdrawn balance (including any charges or overdraft interest you've paid as a result of the payment being taken).
In any other situation where an unauthorised payment was taken from your account.	We'll refund you (including any charges or overdraft interest you've paid as a result of the payment being taken).

If you're entitled to a refund, you'll be refunded by the end of the business day after you told us that an unauthorised payment had been taken from your account. We may take longer to refund you if:

- the unauthorised payment took place more than 13 months before you notify us; or
- we reasonably suspect fraud.

## 8.5 Payments processed without you agreeing the amount

If you authorise a payee to take a payment from your account without knowing how much the final payment will be (for example, when hiring a car or booking a hotel room), then you will be refunded provided:

- you didn't know the exact amount of the payment when you authorised it;
- the amount of the payment exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
- the payment was made either (i) in the case of a euro payment, to a payee in the UK or the EEA, or (ii) in the case of all other payments, to a payee in the UK; and
- you ask for a refund within eight weeks of the date the payment left your account.

You won't be refunded if you gave your consent to the payment directly to us and at least four weeks in advance:

- we or the payee provided you with information about the payment; or
- information about the payment was made available to you through online banking or at any branch.

We may ask you for additional information to decide whether you should be refunded. We'll refund you, or explain why we're refusing the refund, within 10 business days of your request for a refund or (if we've asked you for additional information) within 10 business days of us receiving that information.

## 8.6 Our general liability

Except where the law doesn't permit, we won't be responsible for any losses:

- caused by circumstances beyond our control as the situation was abnormal or unforeseeable (for example, due to extreme weather, terrorist activity or industrial action);
- you suffer relating to loss of opportunity, loss of goodwill, loss of business or loss of profit arising in any circumstance;
- we could not have reasonably predicted when you gave us an instruction; or
- where we delay or refuse to act on your instructions, accept a payment to your account, close your account or limit the use of your account or services:
  - for a reason we give in these Terms; or
  - where you have broken any of these Terms in a serious way.

## 9 Monthly Account Fees

Some of our accounts charge a monthly account fee. These are set out below:

Account	Monthly account fee
ufirstgold	£10
ufirst Private	£26

The monthly account fee will be taken from your account 21 days after the end of your charging period (or the next business day if this is a Saturday, Sunday or bank holiday).

## 10 Arranged overdrafts, unarranged overdrafts and unpaid transactions

### 10.1 Arranged overdrafts

Arranged overdrafts are available on request if you're 18 or over and you meet our lending criteria.

If we provide you with an arranged overdraft, we'll send you an overdraft agreement setting out its terms (including your arranged overdraft limit).

Your arranged overdraft is not for a fixed period of time, however it's **repayable on demand**. This means that we can ask you to repay the full amount at any time. We may also decide to reduce your arranged overdraft limit or end your overdraft agreement. We'll only take these steps if we have a valid reason (for example, we reasonably believe that you can't afford your arranged overdraft).

Before we demand repayment, reduce your arranged overdraft limit or end your agreement, we'll usually give you at least 30 days' notice, unless:

- you've broken any term of the agreement between you and us in a serious way;
- we reasonably suspect that your account has been used fraudulently or for illegal purposes; or
- we reasonably believe that you can't afford your arranged overdraft.

in which case we may take these actions immediately.

### 10.2 Unarranged overdrafts

If you give us an instruction which would result in:

- your account becoming overdrawn (or further overdrawn) without an arranged overdraft in place; or
- your arranged overdraft limit being exceeded,

we'll treat this as a request for an unarranged overdraft.

To decide if your instruction would create an unarranged overdraft, we consider if you have funds available and/or you have an arranged overdraft.

We'll decide whether or not to accept your request for an unarranged overdraft, taking your financial circumstances into account, unless we must reject it because of a restriction on your account.

If we allow despite lack of funds or available arranged overdraft (i.e. an unarranged overdraft to be created), this doesn't mean that your arranged overdraft limit has been changed or that we must allow any future payment that would have the same effect.

We will take overdraft interest and any of our fees from your account even if this creates or increases an unarranged overdraft.

Unarranged overdrafts are repayable on demand, which means we can ask you to repay them at any time.

### 10.3 Arranged overdraft interest

Arranged overdraft interest is calculated on the daily overdrawn balance (including overdraft interest) on your account.

We don't charge arranged overdraft interest on any part of an arranged overdraft balance which represents an Unpaid Transaction Fee.

## (a) Rates

Your arranged overdraft interest rates and interest free buffers are set out in the table below:

Account	Interest Free Buffer	Nominal Monthly Rate %	Nominal Annual Rate %	EAR %
Student	–	0.00	0.00	0.00
Graduate	£1,500	2.81	33.75	39.49
Select ufirstgold Current	£0	2.81	33.75	39.49
Private Current ufirst Private	£0	1.50	17.94	19.49

If you have a Current account, it may have been agreed that you pay arranged overdraft interest at a lower rate than that shown above.

## (b) When do you pay arranged overdraft interest if you have an interest free buffer?

If you go overdrawn by more than the interest free buffers set out above, you'll pay arranged overdraft interest on the amount of the overdrawn balance that exceeds the buffer at the rates shown above.

### 10.4 Unarranged overdraft interest

Unarranged overdraft interest is calculated on the daily overdraft balance (including overdraft interest) on your account.

We don't charge unarranged overdraft interest on any part of an unarranged overdraft balance which represents an Unpaid Transaction Fee.

Any unarranged overdraft created on your account will be charged at the following rates:

Account	Nominal Monthly Rate %	Nominal Annual Rate %	EAR %	Maximum monthly charge
Adapt Student Foundation Current Graduate	0.00	0.00	0.00	£0.00
Select ufirstgold	2.81	33.75	39.49	£17.25
Private Current ufirst Private	1.50	17.94	19.49	

### 10.5 Unpaid Transaction Fees

Fee	When could it be charged?	Amount	Maximum
Unpaid Transaction Fee	If you instruct a payment that would create an unarranged overdraft and we refuse the payment due to lack of funds	£1.55	1 fee per charging period (£1.55)

Unpaid Transaction Fees may be charged on all accounts, except Adapt and Foundation, which won't be charged this fee.

The **monthly cap on unarranged overdraft charges** is £18.80.

## **10.6 When will overdraft interest and overdraft fees be taken from your account?**

Any overdraft fee or overdraft interest will be taken from your account 21 days after the end of the charging period it was incurred in (or the next business day if this is a non-business day). We'll give you at least 14 days' notice of how much we're going to charge you and when.

## **10.7 Other costs**

You're responsible for paying any costs we reasonably incur to obtain payment of your overdraft (for example, court fees).

## **10.8 Repaying or reducing an overdraft**

If your account is overdrawn, any money paid into your account will be applied in the following order:

- in repaying or reducing any unarranged overdraft balance;
- in repaying or reducing any part of the overdrawn balance which represents an Unpaid Transaction Fee; and
- in repaying or reducing any arranged overdraft balance.

# **11 Making changes to our agreement or changing your Account to another account**

## **11.1 Making changes to the agreement**

We can make changes to this agreement if we have a valid reason. For example, we can make changes to:

- comply with changes in law, industry codes or regulatory requirements;
- reflect changes in the systems, schemes or suppliers we use;
- remove a service we offer which is out of date or not being used (either by you or our customers in general);
- reflect changes in inflation or the costs we reasonably incur in providing accounts or services; or
- make the agreement clearer or more favourable to you.

## **11.2 Changing your account**

We can change your current account to another current account in our range that we reasonably believe is appropriate for you. We can do this if we have a valid reason. For example, we can change your account if:

- we decide to stop offering that particular type of account;
- you're not eligible for the account or associated benefits (for example, if you move outside the UK, if we introduce new eligibility criteria, or we change any existing eligibility criteria for your account and you don't meet these); or
- we reasonably believe your account is not appropriate for you (for example, you're paying for an account that you no longer or rarely use).

## **11.3 Changing your interest rates**

We can change the interest rate on your account to:

- respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
- reflect changes in the costs we reasonably incur for providing your account; or
- reflect changes to the banking or financial system or changes in law, industry codes that we follow, the decision of an ombudsman or any other regulatory requirement.

## 11.4 Telling you about changes to the agreement

If we:	Notice we'll give you	How we'll give you notice
<ul style="list-style-type: none"> <li>introduce a new service;</li> <li>decrease or remove a fee; or</li> <li>decrease or remove overdraft interest rates</li> </ul>	We may make the change immediately and will give you details of the change within 30 days.	By: <ul style="list-style-type: none"> <li>post</li> <li>email (to the email address you gave us); or</li> <li>secure message to your inbox in online banking</li> </ul>
Change: <ul style="list-style-type: none"> <li>any benefit provider; or</li> <li>any benefit terms</li> </ul>	At least 30 days	
<ul style="list-style-type: none"> <li>increase arranged overdraft interest rates</li> </ul>	At least 30 days	
<ul style="list-style-type: none"> <li>convert your account to another account</li> </ul>	At least 60 days	
<ul style="list-style-type: none"> <li>decrease credit interest rates</li> </ul>	At least 60 days	
<ul style="list-style-type: none"> <li>increase credit interest rates</li> </ul>	Either before the change takes effect or at the earliest opportunity afterwards.	By: <ul style="list-style-type: none"> <li>advertising the change in at least three daily newspapers and on our website <b>ulster.co.uk</b>; or</li> <li>displaying a notice of the change in our branches</li> </ul>
Make any other changes to: <ul style="list-style-type: none"> <li>these Terms; or</li> <li>your overdraft agreement (this includes increasing a fee)</li> </ul>	At least 60 days	By: <ul style="list-style-type: none"> <li>post</li> <li>email (to the email address you gave us); or</li> <li>secure message to your inbox in online banking</li> </ul>

We'll assume that you've accepted the changes unless you switch or close your account before the changes take effect. You always have the right to switch or close your account and there are no closure fees.

## 11.5 Transferring rights or obligations under this agreement

We may transfer our rights or responsibilities under this agreement to another person or organisation in the future. We'll only do this if we reasonably believe that you'll be treated to a similar standard after the transfer as we treated you beforehand.

## 12 Closing your account

### 12.1 How to close your account

You can close your account at any time and there are no closure fees.

### 12.2 When we can close your account

We can close your Foundation account immediately if:

- you used or attempted to use your account for illegal purposes;
- you were not entitled to open the account but you provided us with incorrect information when you applied for your account; or
- you behave in a threatening or violent manner towards our staff.

We can close your Foundation account by giving you 60 days' notice if:

- there's been no transaction in or out of your account for at least 24 months;
- you're no longer legally resident in the UK; or
- you have access to another current account in the UK which you opened after your Foundation account.

We can close any other account **immediately** if:

- we reasonably suspect that you've given us false information, which was a significant factor in our decision to open your account (or to continue to provide it to you);
- we reasonably suspect that your account (or any other account you hold with us) has been used, is being used or is likely to be used, for an illegal purpose or to abusively avoid tax;
- you behave in an offensive, threatening or violent manner, which includes any racist or other discriminatory conduct, towards our staff;
- we're required to do so by law or regulation;
- keeping your account open may expose us to action from a government, regulator or law enforcement agency;
- we reasonably suspect that by continuing to provide you with banking facilities, we might breach a law or regulation with which we must comply;
- you're declared bankrupt;
- you've entered into a voluntary arrangement with your creditors to repay your debts; or
- you've used your account for business purposes.

We can also close any other account by giving you at least 60 days' notice.

We will explain our reasons for closing your account unless there's a legal or security reason which means we can't provide an explanation. There will, however, be situations where it may not be appropriate or permissible for us to engage with you to explain our reasoning.

### 12.3 When your account is closed

If your account is closed (either by us or on your instruction), you'll have to pay any charges for services you've used before your account closes (for example, if you've used an arranged overdraft, in addition to any overdrawn balance you'll need to pay any interest due for using the overdraft). We'll forward any credit balance remaining in your account to you after you repay any money you owe us.

## 13 Making a complaint

If you're not completely happy with our service, we'd like you to let us know so that we can resolve your complaint as quickly as possible. You can contact us by:

- visiting your nearest branch;
- calling **03457 424 365** (Relay UK **18001 0800 161 5131**);
- visiting **ulster.co.uk** and use our online form; or
- writing to us free post at **Complaint Handling Centre, Ulster Bank, Freepost BEL4084, Belfast BT1 5BR**.

Our complaints process is set out in full in our leaflet *Making Your Voice Heard* which you can see online or request from one of our branches or telephone banking staff.

We'll do our best to respond to your complaint and resolve it as soon as we can but if you're not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation which tries to resolve complaints between customers and financial organisations where we've not been able to resolve the complaint ourselves.

Our response to your complaint will outline any deadlines you have to contact the Financial Ombudsman Service. The Financial Ombudsman Service can be contacted at:

- **Exchange Tower, London E14 9SR**;
- **0800 023 4567** (from a landline) or **0300 123 9123** (from a mobile);
- **Complaint.info@financial-ombudsman.org.uk**; or
- **www.financial-ombudsman.org.uk**

## 14 Your Information

- 14.1** We are a member of NatWest Group ('NatWest'). For more information about other NatWest companies, please visit **natwestgroup.com** or contact your branch.
- 14.2** We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest companies and third parties.
- 14.3** For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our 'Privacy Notice') provided on our website (**www.ulsterbank.co.uk/privacy**).
- 14.4** We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

- 14.5** In respect of any personal information relating to a third party that you provide to us, you must:
- a) notify the third party that you are providing their personal information to us and obtain their permission;
  - b) provide the third party with a copy of our Privacy Notice and these Terms;
  - c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
  - d) 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.
- 14.6** Your information may be shared with and used by other NatWest companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 14.7** We will not share your information with anyone outside NatWest except:
- a) where we have your permission;
  - b) where required, whether directly or indirectly, for your product or service, which could include in relation to your welfare or accessibility requirements;
  - c) with law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory trade bodies around the world;
  - d) with other banks and third parties in relation to fraud or financial crime or criminal activities; or in the event of suspected fraud or financial crime or criminal activities; or the monitoring, prevention and investigation of the same; to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, agents and sub-contractors acting on our behalf, such as the companies which print our account statements, where advice or services are required or requested in connection with the bank's legal, regulatory or contractual rights or obligations relating to products or services provided to you;
  - f) with social media companies (in a secure format) or other third party advertisers and marketing companies so they can display or send relevant messages to you and others or compile information relevant to marketing to you about our products and services on our behalf. Third party advertisers may also use information about your previous web activity to tailor adverts which are displayed to you;
  - g) with credit reference agencies and with third parties in relation to debt collection and related activities;
  - h) with third party guarantors or other companies that provide you with benefits or other services (such as insurance cover) associated with your product or service;
  - i) where required for a proposed or actual sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business. Where such data is shared with a third party it is done so under strict duties of confidentiality;
  - j) in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - k) where permitted by law, it is necessary for our legitimate interests or those of a third party, and is not inconsistent with the purposes listed above.

- 14.8** 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.
- 14.9** 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.
- 14.10** We will not share your information with third parties for their own marketing purposes without your permission.
- 14.11** We may transfer your information to organisations in other countries (including to other NatWest companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

# Account specific terms

## 1 Adapt

- 1.1 Adapt accounts can be opened by individuals aged 11 to 17.
- 1.2 We'll change your Adapt account to a Select account after you turn 18. We'll always give you at least 60 days' notice before we do this.
- 1.3 Standing Orders are available to set up on your Adapt account after you turn 16.
- 1.4 Arranged overdrafts are not available on your Adapt account.
- 1.5 Cheque books are not available on your Adapt account.

## 2 Student

- 2.1 Student accounts are available to individuals who are aged 18 or over and have spent more than three years in the UK who are:
  - completing a full time undergraduate course lasting at least two years;
  - completing a full time postgraduate course; or
  - training as a nurse, at a UK university or college.
- 2.2 You must use your Student account as your main account by depositing your wages or other regular income into it.
- 2.3 We'll change your Student account to a Graduate account in the year you graduate. We'll always give you at least 60 days' notice before we do this.

## 3 Graduate

- 3.1 Graduate accounts are available to individuals aged 18 or over who have:
  - held a Student account; or
  - graduated from a full time higher education course at a UK university or college lasting at least two years within the last year.
- 3.2 You must use your Graduate account as your main account by depositing your wages, salary or other regular income into it.
- 3.3 We'll change your Graduate account to a Select account one year after you graduate. We'll always give you at least 60 days' notice before we do this.

## 4 Select

Select accounts are available to individuals aged 18 or over.

## 5 Foundation

- 5.1 Foundation accounts are only available to individuals aged 18 years or over who are not eligible for any other current account in our range due to their credit score.
- 5.2 You can only have one Foundation account (this can be a sole account or a joint account).
- 5.3 Arranged overdrafts are not available on your Foundation account.
- 5.4 Cheque books are not available on your Foundation account.

## 6 Ufirstgold

- 6.1 ufirstgold accounts are available to individuals aged 18 or over.
- 6.2 You can use the benefits listed in 'ufirstgold User Guide' provided that you meet any additional eligibility requirements.
- 6.3 If your ufirstgold account is closed, we'll also close any ufirstgold Savings Account(s) and transfer any balance(s) to a new Easy Access Account (or equivalent).

## **7 Ufirst Private**

- 7.1 Ufirst Private accounts are available to individuals aged 18 or over.
- 7.2 You must pay your salary or other regular income into your Ufirst Private account.
- 7.3 You can use the benefits listed in 'Premier Banking User Guide' provided that you meet any additional eligibility requirements.
- 7.4 If your Ufirst Private account is closed, we'll also close your Private Reserve Account(s) and transfer any balance(s) to a new Loyalty Saver Account (or equivalent).

## **8 Private Current**

- 8.1 Private Current accounts are available to individuals aged 18 or over.
- 8.2 You must pay your salary or other regular income into your Private Current account.

## **9 Current**

Current is not on sale.

## **Braille, large print or audio format?**

If you'd like this information in another format, please contact your local branch for details or Relay UK **18001 0800 015 4422**.

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