

OneCard Application Pack



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

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**

- Smart Data Online – a sophisticated but easy-to-use management information and reporting facility
- The potential to simplify invoicing processes
- Improved cost control
- Worldwide acceptance where you see the Mastercard sign
- Ability to set spending limits and controls
- Flexible billing options with a choice of central, individual and diversion billing
- Travel Accident Insurance*
- Corporate Liability Waiver insurance
- **OneCard** has an annual fee of €50 per cardholder
- Government Stamp Duty of €30 is charged annually

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.ie/onecard

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

OneCard

Terms and Conditions

Ulster Bank OneCard

This is an agreement between us, Ulster Bank Ireland DAC, Commercial Cards Division, PO Box 4015, Dublin 2 and You, the Business.

KEY FINANCIAL INFORMATION

- We will set your business credit limit at such amount as may be agreed between us from time to time.
- Each month you must pay on or before the payment due date the full amount outstanding on the account. This payment due date will depend upon whether you have chosen an extended grace period (see Condition 5.2 of the Terms and Conditions). Your first monthly statement will normally be produced within one month of using the account.
- Annual card fee – €50 for Cards (no fee for Virtual Account Facility).
- For cash advances we charge a cash handling fee which is 1.5% of the transaction amount (minimum €2.54).
- Monthly grace period fee as outlined below:

Card type	Grace period				
	7 days	14 days	21 days	25 days	28 days
Centrally Billed OneCard/ Virtual OneCard*	Nil	0.45%	0.55%	0.60%	0.70%
Individually Billed OneCard**	N/A	Nil	0.55%	0.60%	0.70%

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

**Individual Billing is not available for the Virtual OneCard.

- We may from time to time change what we will charge you under this agreement. We will give you two months' advance written notification of any such change (see also Conditions 5.1 and 14.2 of the Terms and Conditions).
- We will charge you:
 - €8.50 if payment is not received by the payment due date;
 - payment to the Account that is returned unpaid will be charged a handling fee of €8.50;
 - late payment interest on purchases unpaid by the payment due date at 2% per month (minimum €3) until paid in full;
 - an administrative charge for ancillary services (such as providing duplicate statements as stated in 5.6 of the Terms and Conditions);
 - a commission on transactions that are not in euro. (See also Conditions 5.1 – 5.7 of the Terms and Conditions.)

Theft, loss or Misuse of the Instrument

If an Instrument is lost, stolen or misused by someone without permission, the maximum liability for the Business will be €30.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult. This Charge Card Agreement comprises the above terms together with the Terms and Conditions set out below. The Business can request a copy of this information at any time during the term of the Agreement.

Definitions

"Accounts" means all Card Accounts and/or Virtual Accounts (as the context requires) which the Bank opens and maintains for each Card to be used and each reference to an "Account" or "the Account";

"Additional Card" means any Card subsequently added to the Account after the date of the original 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 and any other document(s) which the Business is required to execute for the provision of the Card Facility, these Terms and Conditions and any changes or amendments to them as notified by the Bank to the Business from time to time;

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

"Authorised Person" means the principal, an authorised official, an authorised partner or an authorised employee or Director of the Business as varied from time to time;

"Authorised Virtual User" means your officer or employee authorised by you to use Virtual Account Details to make Transactions which are debited to a Virtual Account;

The **"Bank"** or **"we"** or **"We"** means Ulster Bank Ireland DAC and its assignees;

The **"Business"** means any body corporate including a company or a Limited Liability Partnership, an Individual and any non-corporate body including a sole trader, Partnership, Association, Charity, Club or Society to whom Cards are issued in accordance with the Agreement. Where the Business consists of two or more persons that definition means all or any of them and the liability of such persons will be joint and several;

"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, Sunday or Irish bank or public holiday on which the Bank is open to the public for business.

The **"Card"** means any Ulster Bank Mastercard OneCard and any reference to "a Card" or "the Card" shall be construed accordingly;

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

The **"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;

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 Cardholder Application Forms;

The **"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 or Director of the Business;

The **"Cardholder Credit Limit"** means the maximum debit balance which is allowed on an Account or a Virtual 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;

"Card Transactions" means Cash Advances and/or Purchases;

"Cash Advances" means the use of a Card to withdraw cash from cash machines or over the counter or the purchase of foreign currency or travellers' cheques and money transfers;

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

"Commission Fee" is a non-euro transaction fee (foreign transaction fee) of 2% that applies to Transactions outside the euro-zone;

"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;

"Facility" – the Card Facility and/or the Virtual Account Facility (as the context requires);

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

"Instruments" means Cards or Virtual Account details (as the context requires);

"Mastercard" means Mastercard International, the payment scheme network;

The **"OneCard Account"** means the Account opened and maintained by the Bank in the name of the Business;

"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;

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;

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

"Purchases" means the use of a Card or Virtual Account 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;

"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 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;

The **“Terms and Conditions”** means these Terms and Conditions and any amendments to them as notified by the Bank to the Business from time to time;

“Transactions” means Card Transactions, Cash Advances, Purchases and all other transactions using a Facility, an Account or an Instrument

“Users” means Cardholders or Authorised Virtual Account Users (as the context requires);

“Virtual Account” means the account that the Bank opens and maintains under the Virtual Account Facility for the Business;

“Virtual Account Details” means the numbers or details unique to a particular Virtual Account that enable an Authorised Virtual User to make a transaction on a Virtual Account;

“Virtual Account Facility” means the facility under which Virtual Accounts can be opened and maintained by the Bank for the Business under the terms of the Agreement;

“You/Your” means the Business.

1 Issue of Cards and Opening of a Virtual Account

- 1.1 The Business may apply for the Bank to issue Instruments to Users nominated by the Business. The Bank may at its sole discretion choose.
- whether or not to issue a Card to a nominated Cardholder or;
 - whether to open a Virtual Account under a Virtual Account Facility and issue Virtual Account details under the Virtual Account to you for use by the Authorised Virtual Users.
- The Business authorises the Bank to issue a Card and a PIN to a Cardholder nominated by the Business. 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 this Agreement, 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 Virtual Account Details will be issued by the Bank to the Business in accordance with this Agreement. Each Virtual Account may be used only by an Authorised Virtual User.
- 1.4 Cards will be issued by the Bank to the Business following the receipt of a completed Cardholder Application Form from the Business requesting the issue of a Card to the person nominated in the Cardholder Application Form.
- 1.5 The Bank may at any time, and without affecting Your obligations under this Agreement which shall remain in force, cancel, suspend or restrict a Cardholder’s or Authorised Virtual User’s use of an Instrument or refuse to issue or replace a Card for reasons relating to the following:
- if the Bank is concerned about the security of the Account.
 - if the Bank suspects that the Account is being used in breach of this Agreement or in an unauthorised or fraudulent manner.
 - 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 3.6a – 3.6g.
- Prior notice will be given to the Business by the Bank unless it is unable to do so or it would be illegal to do so or it would compromise the security of the Account in which case the Bank will inform the Business afterwards.
- 1.6 The Bank may at any time refuse to authorise a Transaction for any of the following reasons:
- any of the reasons set out in Condition 1.5.
 - if there is insufficient Cardholder Credit available on the Account to cover the amount of the transaction.
 - in the event of systems or software failures or errors.
 - if 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 and/or Virtual Account.

e) errors, failures or refusals by merchants, payment processors or payment schemes processing card transactions.

f) if the Business has requested some form of restriction to be placed on a Card or on transactions.

If the Bank refuses a transaction, the Business or Cardholder can obtain information about the refusal (unless it would be unlawful for the Bank to provide this information) and if possible, the Bank’s reasons for refusing to authorise the transaction and the procedure for correcting any factual mistakes (if any) that led to the refusal, by telephoning the bank on 1850 812 280 (Mon-Fri 8am-6pm; Sat 9am-1pm). Calls to telephone banking services may be recorded. Depending on the nature of the transaction being made the Bank may also provide the information orally at the point of transaction or online.

2 Use of Instruments

Authorising Transactions

- 2.1 A Transaction will be regarded as authorised by the Business where the Business or a Cardholder or the Authorised Virtual Account User:
- 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:
- inserts a Card and their PIN and makes a request for a Cash advance at an ATM or at any bank counter;
 - 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 or Authorised Virtual User may authorise a transaction after it has been made by providing 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 or Authorised Virtual User after the time it is provided by the Cardholder or Authorised Virtual User. However, the following transactions may be withdrawn at a later date as follows:
- 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
 - recurring transactions may be withdrawn if they are to occur after the date of withdrawal.
- 2.4 If a transaction is authorised by the Bank, that transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Credit Limit and the Business Credit Limit. As from 1 January 2012 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.
- 2.5 A transaction (the payment order) will be received as follows:
- for Purchases and ATM transactions at the time the Bank receives the transaction instruction from the merchant acquirer or ATM operator;
 - for any transaction communicated directly to the Bank at the time You ask the Bank to complete the transaction.

Cardholder and Authorised Virtual User Usage

- 2.6 In respect of the Accounts, the Business undertakes that only Users (being, for the avoidance of doubt, persons having actual authority at all relevant times) will use the Instruments. The Business agrees that:
- the Bank will deal with the User as if he or she were the Business for the purpose of this Agreement. This means that the checks it will carry out to make sure that instructions are genuine will be checks relating to that individual only and, where relevant, the Bank will require the use of security features that are personal to

him or her. Users must comply with the obligations under this Agreement as if they were the Business.

- b) in the event that the Business has any right, claim or action against any Users arising from their use of the Account, the Business shall pursue such right, claim or action independently of, and without recourse to the Bank. The Business will fully indemnify and defend the Bank against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this Agreement by any User nominated by the Business or any unlawful use of the Instruments by the User. This provision shall not apply to the extent that the User's use of the Card and/or the Account, or breach, as a result of, or made possible by, the Bank breaking this Agreement.
- c) The Business also undertakes that each User (as applicable) will:
 - i) 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;
 - ii) not disclose the number appearing on the relevant instrument to any third party other than the Business except for the purpose of a transaction in connection with the use of the relevant Instrument or of notifying the Bank of the loss, theft or possible misuse of the Instrument;
 - iii) not exceed the Cardholder Credit Limit or Virtual Account Credit Limit as notified to the Business by the Bank from time to time; not use the Instrument 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 Instrument before or after the time that the User is authorised to be a User by the Business or after the time that such authority has been terminated;
 - iv) use the Instrument as the agent of the Business only;
 - v) adhere to these Terms and Conditions and any variations, additions or amendments as notified to the Business or the User by the Bank from time to time;
 - vi) use the Instrument for the purposes of the Business only and not for any personal spending;
 - vii) if a PIN is issued with the Card, memorise the PIN, destroy the notification slip immediately and do not disclose the PIN to any person;
 - viii) ensure the PIN and any Passwords are not made known to any other person and that they take all reasonable precautions to prevent their PINs and Passwords becoming known to any third party except as provided in Condition 2.6(c)(ii) above;
 - ix) not use the Instrument to carry out Transactions for illegal purposes;
 - x) only use the Instrument in connection with or for the purposes of the business, trade or profession of the Business.

Business obligations in relation to the Cards and Virtual Accounts

- 2.7 The Business undertakes that it will:
 - a) notify the Bank immediately if any User ceases to be an Authorised Person, 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 Instruments issued to it by the Bank, including where the Cardholder Credit Limit, Virtual Account Credit Limit and/or the Corporate Credit Limit may have been exceeded or the User continues to use the Instrument after the Bank has been asked to suspend, cancel or restrict its use, the Agreement has been terminated or the User uses the card in breach of his/her obligations to the Business; and
 - c) maintain an internal policy or other guidance requiring User to use Instruments for the purposes of the Business only and not for any personal spending;
 - d) adhere to these Terms and Conditions and any variations, additions or amendments as notified to the Business from time to time; and
 - e) notify the Bank immediately 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 an Instrument has been misused or where a payment has been wrongly executed.

- 2.8. 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 User notified the Bank in accordance with Condition 2.7(e).
 - 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 or Authorised Virtual User 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 Card Transaction date; or
 - it is made more than 8 weeks after being debited to the Account.
- 2.9. All Transactions will be debited to the relevant Account and a statement showing Transactions so charged and any interest or charges incurred to that Account will be sent to the Business (where central billing is selected) or the Cardholder (where individual billing is selected) once during each month (the "Statement"). Where applicable a separate statement will be sent in respect of the Card Account and the Virtual Account. The Business or the Cardholder will examine all Statements carefully upon receipt and contact the Bank as soon as possible preferably within four weeks, with any queries.
- 2.10. The Statement will show:
 - a) information relating to each Transaction which will enable it to be identified (including where appropriate, the information relating to the payee);
 - b) the amount of the Transaction shown in the currency in which the transaction was paid or debited to the Account;
 - c) the amount of charges for the Transaction and where applicable, a breakdown of the amounts of such charges and any 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 was authorised or posted to the Account.
- 2.11. 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 (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.
- 3.2 The Business subscribes to the Charge Card Facility and/or the Virtual Account Facility. On or before the Payment Due Date the Business or the User must repay the full amount outstanding on the Business Account or the Accounts.
- 3.3 The Business must select from the following payment methods:
 - a) Central Billing – where the Business repays the whole of the amount outstanding on all Accounts, or
 - b) Individual Billing (Card only) – where the Business arranges for each Cardholder to make payment to the Bank on behalf of the Business and in turn reimburses the Cardholder;In either (a) or (b), the Business or the Cardholder (as appropriate) can make the payment by presenting a request for payment by Direct Debit and irrevocably authorising its/their bank to pay all such requests upon presentation.
- 3.4 Payment will only be treated as having been made when cleared funds have reached the Account or Facility and will be applied in the following order:
 - a) in payment of the Card Fee, any monthly service fee, any late payment charge (including interest) and all handling charges shown on any statement;

- 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 any Purchases made but not yet shown on any statement; and
 - e) towards repayment of any Cash Advances made but not yet shown on any statement.
- 3.5 The whole of the outstanding balance on each of the Accounts together with any interest and charges and the 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 when they fall due, or
 - b) in the case of a company, any step is taken by any person with a view to the appointment of a liquidator, receiver or an examiner, 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 any Account to any party involved in processing Transactions or otherwise fulfilling the Bank's obligations under this 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 it selected to make payments using the Individual Billing method in accordance with Condition 3.3(b) above the following provisions will apply:
- 3.7.1 the Bank will send a statement each month to the Business or each Cardholder (as agreed by the Business) 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).

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 Accounts and any other liabilities arising under this Agreement against any credit balance on any account(s) of the Business (in any currency). The Bank may also, on the occurrence of any of the events referred to in Conditions 3.5 or upon termination in accordance with Condition 11;
- a) combine the Accounts with any other account(s) of the Business, or
 - b) open a new account in the name of the Business in substitution for the Accounts and debit the new account with any outstanding balance on the Accounts under any such liability. Nothing in any of the terms of this Agreement shall prejudice or affect any other rights which the Bank may have.

5 Charges

- 5.1 The Business will pay to the Bank such charges (and on such basis) as have been communicated by the Bank to the Business. The Bank may vary such charges (and/or the basis on which they are payable) from time to time in accordance with Condition 14.2. The Bank may also charge for ancillary services (such as providing duplicate statements) as detailed in Condition 5.6.
- 5.2 The grace period fees applicable to the Account are as set out in the table of charges below.

Grace Period – Monthly Fees

Card type	Grace period				
	7 days	14 days	21 days	25 days	28 days
Centrally Billed OneCard/ Virtual OneCard*	Nil	0.45%	0.55%	0.60%	0.70%
Individually Billed OneCard**	N/A	Nil	0.55%	0.60%	0.70%

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

**Individual Billing is not available for the Virtual OneCard.

- 5.3 A Cash Handling Fee of 1.5% (minimum €2.54) is payable on each Cash Advance. Transactions will be carried out in euros. Foreign currency transactions (including purchases of foreign currency and travellers' cheques) will be converted into euro using the exchange rate used by the payment scheme as applicable at the date of the debit. A commission fee of 2% of the transaction value will be added. More information on exchange rates for Mastercard can be found at www.oanda.com
- 5.4 If the Business or the User fails to repay the full amount outstanding on the Account by the Payment Due Date the Business will be charged a late payment interest on purchases at 2% per month (minimum €3) (or such other rate as is notified to the Business from time to time) calculated on the average daily balance outstanding for the period to which the statement relates until full repayment is credited to the Account together with an administration fee of €8.50. Any Payment to Your account that is returned unpaid will be charged a handling fee of €8.50.
- 5.5 The Business will pay by Direct Debit the Bank an annual Card Fee of €50 for each Card issued by the Bank to be paid on the date the Card is issued and on each anniversary of the date of the Application Form. For any Cards issued after the date of the Application Form the first Card Fee is pro rata from the date of issue of the Card to the anniversary date of the Application Form.
- 5.6 Ancillary fees include fees for duplicate statements (€4), and an emergency replacement card (€112.50).
- 5.7 The Bank will debit to the Account the amount (if any) of any tax, duty or other charge levied on the account by any competent authority in connection with this account and which we 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;
 - 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, that the Card(s) and/or the Virtual Account 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 a Card or the Account with immediate effect or it may refuse to reissue, renew or replace any Card if it reasonably considers it necessary:
- for security reasons;
 - where the Business materially breaches the Agreement;
 - where the Bank suspects unauthorised or fraudulent use of the Card(s) or Account; or
 - 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.
- 7 Lost and Misused Instruments and Unauthorised or Incorrectly Executed Payments**
- 7.1 If any Instrument is lost, mislaid or stolen or if any PIN or Password becomes known to an unauthorised person the User must notify the Bank without undue delay by telephone on 1800 245 399 or from abroad +44 131 549 8186 (24 Hours) and immediately stop using the Instrument. This number may change; if so, we will notify you of the revised contact number. If the Card is subsequently found it must not be used but should be immediately destroyed by cutting it in two vertically across the magnetic strip and through the part of the Card containing the Chip and sent to the Bank and the Business should advise the Bank by telephone that the Card has been destroyed.
- 7.2 Provided the Business has properly notified the Bank of the loss or theft of an Instrument or that the PIN or Password is known to an unauthorised person in accordance with Condition 7.1 and unless the Business or a User acts fraudulently or with gross negligence, the maximum liability of the Business will be €30 for any losses arising from the use of any Instrument by any unauthorised person. However, if someone carries out a fraudulent transaction using Instrument details on the Internet or by telephone or mail order the Business will not be liable for the fraudulent 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 Instrument with the Business' or user's consent or where the Business or the User was grossly negligent.
- 7.4 The Business and User will assist the Bank or its agents in the investigation of the loss, theft or possible misuse of the Instruments or the disclosure of the PIN(s) or Password(s) and will assist the Bank to recover the Card(s). The Business and the Users consent to the disclosure to third parties of any relevant information concerning the Accounts in connection with such matters.
- 7.5 If a Transaction was not authorised by the Business or was incorrectly executed, the Business must notify the Bank without undue delay on +44 1268 508 020.
- 7.6 If a Transaction was not authorised by the Business, the Business will be entitled to an immediate refund of the amount and interest or charges that would not have been payable but for the Transaction.
- 7.7 Where a Transaction is incorrectly executed the Bank will be liable for Purchases and Cash Advances, if it can be proved that the Bank received the payment order.
- 8 Unauthorised Card Transactions**
- 8.1 Where two or more Cards and/or a Virtual Account 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 Instruments by Users ("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 Instruments in accordance with Condition 7 to the extent not provided for in the Corporate Liability Waiver.
- 8.3 Should it become reasonably apparent to the Business that a User has used an Instrument in an unauthorised manner, the Business will immediately revoke its authority for that User to use the Instrument and shall take all reasonable steps to procure the return of that Instrument.
- 9 Liabilities, exclusions from liability and Refusals, refunds and claims**
- 9.1 The Bank will not be liable in any way for (i) the refusal of or delay by any retailer or any bank or other third party to accept or honour any Card or Virtual Account payment nor will it be responsible for in any way for the goods, services or information supplied to the Business or the User (ii) publication of a refusal or authorisation of any transaction or the manner in which such refusal of authorisation is communicated where this is not within the Bank's direct control (iii) any machine malfunction, or failure or delay in provision of the service arising from an event of force majeure affecting the Bank.
- 10 Exclusions**
- 10.1 Except in respect of death or personal 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, including negligence; or
 - 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; or
 - the Bank's compliance with legal or regulatory requirements; or
 - loss or corruption of data.
- 10.2 Where the Business is a partnership, each partner is jointly and severally liable for the obligations of the Business pursuant to this Agreement. Where an Account is a joint account, each party to the joint account is jointly and severally liable in respect of the Account.
- 10.3 Notwithstanding the death or incapacity of the Business (where the business is an individual) all Payments and Cash Advances shall be valid and binding upon the Business or the Business's estate in respect of the Account, if in either case, made prior to the receipt in writing by the Bank of notice of death or incapacity from the deceased's personal representatives in the case of death or lawfully appointed representative in the case of incapacity.
- 10.4 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 Terms and Conditions shall apply once any of the Accounts have been sanctioned by the Bank. Subject to Condition 11.4 this Agreement will remain in force until it is terminated by either party. The Bank may terminate this Agreement for any reason by giving the Business at least two months' notice. 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 with immediate effect on giving notice to the Business.
- 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 19.9.
- 11.4 On termination for whatever reason, all the Instruments 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 each Account will be immediately payable. Where Annual Card fees have been applied to the Account within the 12 month period prior to the date of termination those fees will be pro-rated to the date of termination and the 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 termination.

- 11.5 The Business will remain liable for all transactions authorised prior to the date of termination or the result of continued use of the Facility. The Business must also pay any interest and fees which are applied to the Account after the date of termination.
- 11.6 If this Agreement is terminated for any reason and the Business requests the Bank to assign the Bank's rights, duties and obligations to another bank or card issuer, the direct costs of the assignment and any incidental costs incurred by the Bank in relation thereto will be borne in full by the Business or the other bank or card issuer and payment shall be made within 21 days of the date of an invoice from the Bank.
- 11.7 Termination of this Agreement will not affect:
- the rights or liabilities of either party existing at the date of termination; or
 - any terms that apply to any outstanding balance, including interest or fees payable under the terms of this Agreement.

12 Instructions

- 12.1 The Bank shall be entitled to treat all instructions provided by Users 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 such instructions and gives the Bank its irrevocable authority to debit the Account held at the Bank in accordance with any sums due under this Condition 12. The provisions of this Condition 12 are in addition to and not in substitution for the provisions of the Business's mandate to the Bank (if any) from time to time.

13 Notices

- 13.1 All notices and other communications must be in writing.
- 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 Ireland DAC, Ulster Bank Group Centre, George's Quay, Dublin 2 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:
- agree to provide the Bank with the Business' latest audited Accounts and any other information the Bank may require and;
 - 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:
- vary any or all of these Terms and Conditions by notifying the Business at least two 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;
 - change with immediate effect the applicable payment schemes exchange rate;
 - vary the Corporate Liability Waiver Terms and Conditions from time to time and will notify the Business of any such variation;
 - make changes which are more favourable to the Business immediately and without any notification.

14.3 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.

14.4 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.

14.5 These Terms and Conditions and the Agreement is concluded in English and shall be governed by and construed in accordance with Irish law and each party agrees to submit to the exclusive jurisdiction of the Irish courts as regards any claim or matter arising under the Agreement.

14.6 The Bank may monitor and record the Business' phone calls with the Bank in order to maintain and improve the Bank's service.

14.7 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.

14.8 Warranties by the Business:

- The Business warrants to and undertakes with the Bank that;
- The Business is duly incorporated (where appropriate) and validly existing under the laws of the jurisdiction in which it has been registered and has full power and authority to enter into and perform its obligations under this Agreement;
- All acts, conditions and things required to be done, fulfilled or to have happened prior to the signing of this Agreement (including the obtaining of all necessary consents whether governmental, regulatory or otherwise) in order to enable the Business lawfully to enter into and perform all its obligations under this Agreement and to constitute all such obligations as valid and binding and enforceable in accordance with their respective terms and make this Agreement admissible in evidence have been done, performed and have happened and a copy of every necessary consent has been delivered to the Bank;
- The entry by the Business into this Agreement and the performance by the Business of its obligations hereunder do not, have not or will not violate any law or regulation to which the Business is subject, nor any of the documents constituting the Business, nor any agreement to which the Business is party or which is binding on the Business or any of the assets of the Business; and
- All information given to the Bank by the Business or on its behalf prior to the signing of this Agreement is and all information provided hereafter will be true, complete and accurate in all material respects.
- Each of the warranties in condition 14.8, will be correct and complied with in all respects at all times as long as this Agreement remains in force as if repeated then by reference to the circumstances existing at the time.

15 Your Information

Who we are

We are a member of The Royal Bank of Scotland Group plc ("the **RBS Group**" or "RBS") and we are responsible for processing your information. More information about the RBS Group can be found at www.rbs.com by clicking on 'About Us'.

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. This section sets out how we may share your information with other RBS companies and third parties.
- 15.2 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, Ulster Bank Ireland DAC Privacy Notice – Long form, (our "Privacy Notice") at www.ulsterbank.ie/privacy.

- 15.3 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 our Privacy Notice and these Terms;
 - promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
 - 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.
- 15.4 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.
- 15.5 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 the Central Credit Register, 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, including, without limitation, loan portfolio sales, securitisations or other transaction relating to our business and/or assets held by our business where information may be shared with any relevant third party;
 - 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.
- 15.6 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.
- 15.7 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.
- 15.8 RBS will not share your information with third parties for their own marketing purposes without your permission.
- 15.9 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.
- 17 Force Majeure**
- The Bank will not be liable for any delay or failure to carry out any of the Bank's obligations under this Agreement where such failure is due to circumstances beyond the Bank's control.
- 18 The Direct Debit Guarantee**
- This is a guarantee by your own bank as a member of the Direct Debit Scheme, in which banks and originators of Direct Debits participate.
 - If you authorise payment by Direct Debit, then Your Direct Debit originator will notify you in advance of the amounts to be debited to your account. Your bank or building society will accept and pay such debits, provided that your account has sufficient available funds.
 - If it is established that an unauthorised Direct Debit was charged to your account, you are guaranteed a prompt refund by your bank of the amount so charged.
 - You can cancel the Direct Debit Instruction in good time by writing to your bank.
- 19 Smart Data Online**
- 19.1 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.
- 19.2 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 19.
 - 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 confidential and 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.
- 19.3 Cardholder Maintenance Requests**
- The Bank may treat all apparently valid Cardholder Maintenance Requests received as instructions properly authorised by a Smart Data User, even if a Cardholder Maintenance Request was in fact not so authorised, or was made fraudulently, or conflicts with any other instructions or mandates given by the Business. The Bank shall be under no obligation to check the authenticity of Cardholder Maintenance Requests or the authority of the Smart Data User or Smart Data Users giving them.
 - 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 19.3(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.

19.4 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.

19.5 Data Protection

- a) The Business shall comply at all times with the Data Protection Acts 1988 and 2003.
- 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 19.5(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.

19.6 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.

19.7 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's 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.

19.8 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 19.8(a) and 19.8(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.

19.9 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.

20 Important information

Complaints

If you are unhappy with our service for any reason, or have cause for complaint, you should contact the Manager, Ulster Bank Ireland DAC, Commercial Cards Division, PO Box 4015, Dublin 2.

We are a member of the Financial Services and Pensions Ombudsman. If you are not satisfied after following our procedure you may wish to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone (01) 567 7000. Email enquiries should be sent to info@fspoi.ie. If your complaint relates to a product or service purchased online, you can contact the European Commission using their Online Dispute Resolution (ODR) platform. The ODR platform, primarily aimed at European Union (EU) cross-border disputes, is designed to help consumers resident in the EU get access to dispute resolution if they remain unhappy with the response they have received from a trader established in the EU. To use the ODR platform <http://ec.europa.eu/odr> you will need the following information: ComplaintsRI@ulsterbank.com. Please note that under current rules the European Commission will ultimately redirect your complaint to the Financial Services and Pensions Ombudsman (FSPO), therefore you may prefer to contact us or the FSPO directly in the first instance regarding your complaint.

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.

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 Republic of Ireland at the commencement date and throughout the duration of the policy. The Insured Person must be resident in the Republic of Ireland 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. Cover is Underwritten by Chubb European Group Limited (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 the Employing 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 01 440 2781 (or 00 353 1440 2781 if dialling from abroad) 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.

Significant Features and Benefits

See pages 8 to 10 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	€37,000	€150,000
Loss of Limb	€37,000	€150,000
Loss of Sight	€37,000	€150,000
Permanent Total Disablement	€37,000	€150,000

* 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 10 to 11 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
- any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an Insured Person into this insurance
- 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, sky-diving and bungee-jumping but not parascending
 - 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:

Claims Department, Postal address: Chubb (Claims Dept.),
PO Box 682, Winchester SO23 5AG

Telephone: 01 440 2781 (or 00 353 1440 2781 if dialling from abroad)

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 Commercial Cards

PO Box 4015

Dublin 2

Telephone: 01 440 2781 (or 00 353 1440 2781 if dialling from abroad)

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: 01 440 2781 (or 00 353 1440 2781 if dialling from abroad)

E-mail: customerrelations@chubb.com

- (c) The Employing Company or Insured Person has the right to refer their complaint to the Financial Services and Pensions Ombudsman (FSPO) if they are dissatisfied with Chubb or Ulster Bank's final response. Their contact details are:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2, D02 VH29

Tel: 01 567 7000

E-mail: info@fspoi.ie

Website: www.fspo.ie

The existence of these complaint procedures does not reduce an Employing Company or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact the Competition and Consumer Protection Commission.

Travel Accident Insurance

Your Policy

Insurance Agreement

The **Insured Person** and Chubb* agree that Chubb will, subject to the terms, Conditions, Provisions and Exclusions of this policy provide the Insurance in the manner and to the extent provided in 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. If your needs change, or if any information you gave Ulster Bank changes, please contact Ulster Bank as the policy may need to be updated. The **Employing Company** acknowledges that Chubb has offered this policy and calculated the premium using the information which Chubb has asked for and the **Employing Company** has provided, and that any change to the responses provided by the **Employing Company** may result in a change in the terms and conditions of the policy.

*Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1.

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

Eligibility

Provided that the Employing Company did not opt-out of cover during the application process the **Employing Company** must have its registered or business address in Ireland. All travellers must be **Permanently Resident** in Ireland. Cover does not apply to persons resident in other countries.

Travel Accident Insurance

The cover provided by this Policy begins as soon as the **Employing Company's** application for the **Card Account** 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 Republic of Ireland at the commencement date and throughout the duration of the policy. The **Insured Person** must be resident in the Republic of Ireland at the commencement date and throughout the duration of the policy.

General Definitions

€ – shall mean euro

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 bungee-jumping, 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 and the account issued by the **Card Issuer** in connection with the Ulster Bank **OneCard** Account.

Card Issuer – shall mean Ulster Bank Ireland DAC.

Cardholder – shall mean an **Insured Person** being 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** has been accepted by the **Card Issuer** and whose employees are **Cardholders**.

Insured Persons – shall mean:

1. any **Cardholder**;
2. up to three business colleagues or business associates who are travelling with the **Cardholder**.

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

1. outside Ireland for which all travel costs have been charged to the **Card** of the **Insured Person** described;
2. within Ireland for which at least one night's accommodation has been booked in advance and charged to the **Card** of the **Insured Person** described in 1. 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:

1. an arm physical severance or total loss of use at or above the wrist joint; and
2. 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:

1. in both eyes when the **Insured Person's** name has been added to the NCBI Register of Blind Persons on the authority of a qualified ophthalmic specialist;

2. 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.

Permanently Resident – shall mean resident in the first instance for at least three months and thereafter for forty weeks each year.

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

1. any **Licensed Public Transport**;
2. 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:

1. an **Insured Person**; or
2. a relative of an **Insured Person**;

unless approved by Chubb.

War – shall mean armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or 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 this 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	€37,000	€150,000
Loss of Limb	€37,000	€150,000
Loss of Sight	€37,000	€150,000
Permanent Total Disablement	€37,000	€150,000

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

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

Chubb Assistance is operated from a single dedicated telephone helpline in the United Kingdom 01 440 2781 (or 00 353 1440 2781 if dialling from abroad), which is staffed by multi-lingual coordinators and is open 24 hours every day of the year. The services provided are as follows:

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;
- or 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 Assistance will not provide for any costs or expenses of any kind.

Travel Assistance during a Journey

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.

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

Drug replacement – Chubb Assistance 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 UK 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 Assistance will help with tracing and re-delivering the luggage. The **Insured Person** will need to have the baggage tag number available.

Replacement documents – Chubb Assistance 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 Assistance 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 Assistance 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 Assistance can arrange for a translation service.

Legal advice – If the **Insured Person** requires legal advice when abroad, Chubb Assistance 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.

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 Assistance control, however, Chubb Assistance 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 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 €0.60 plus Government Levy, per card, per year for cards issued in the Republic of Ireland. Chubb reserves the right to change the total payable if the rate of Government Levy changes.

General Exclusions

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

1. Chubb shall not be liable:
 - a) for sickness or disease not directly resulting from **Bodily Injury**;
 - b) for disabilities arising from:
 - i. repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
 - ii. 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 **01 440 2781** (or **00 353 1440 2781** if dialling from abroad) 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.

* Chubb European Group SE is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

General Conditions

General Conditions to which this Policy is subject.

- POLICY DEFINITIONS:** Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in this policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 6 to 7 in this Policy document.
- CANCELLATION:**
 - The **Employing Company** may cancel this Policy at any time by contacting Chubb's Customer Services Team on 01 440 2781 (or 00 353 1440 2781 if dialling from abroad) 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.
 - 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 if the **Employing Company** or **Cardholders** have knowingly provided incomplete, false or misleading information that Chubb have asked for during the policy application process, at any time whilst the policy is in force, or in respect of a claim. Chubb will then cancel the Policy 30 days after the date of Chubb's letter.
- INTEREST:** 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.
- COMPLIANCE WITH POLICY REQUIREMENTS:** 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**.
- CHOICE OF LAW:** 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 Republic of Ireland and the Irish Courts alone shall have exclusive jurisdiction in any dispute. All communications will be in English unless otherwise stated.
- MISREPRESENTATION AND NON-DISCLOSURE:** The **Employing Company**, and where applicable the **Cardholder**, must ensure that all of the information which they have provided to The **Card Issuer** or Chubb when applying for the **Card**, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this policy and may mean that all or part of a claim may not be paid. The **Employing Company** acknowledges that Chubb has offered the policy and calculated the premium using the information which Chubb has asked for and the **Employing Company** has provided, and that any change to the responses above may result in a change in the terms and conditions of the policy and/or a change in the premium.
- OTHER TAXES AND COSTS:** Chubb is required to notify the **Insured Person** that other taxes or costs may exist which are not imposed by Chubb.
- STAMP DUTY:** The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 125 of the Stamp Duties Consolidation Act 1999 or any future law, enactment or regulation.
- CONTRACTS (RIGHTS OF THIRD PARTIES) ACT:** 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.
- CHANGING COVER:** Chubb reserves the right to make changes, add to the Policy terms and/or change the total amount payable for this insurance for legal, regulatory or taxation reasons.
- ASSIGNMENT:** 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.

Claim Provisions

- On the happening of any occurrence likely to give rise to a **Claim** under this Policy notice shall be given to: Chubb (Claims Dept.)
Postal Address: PO Box 682, Winchester SO23 5AG

Telephone: 01 440 2781
(or 00 353 1440 2781 if dialling from abroad)

E-mail: uk.claims@chubb.com
within 60 days or as soon as possible after the date of the occurrence. 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.

- 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.
- 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**.
- 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.
- 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:

- Ulster Bank Commercial Cards
PO Box 4015
Dublin 2
Telephone: 1850 812 280

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

- The Customer Relations Department, Chubb
PO Box 682, Winchester SO23 5AG
Telephone: 01 440 2781
(or 00 353 1440 2781 if dialling from abroad)
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.

- The **Employing Company** or **Insured Person** has the right to refer their complaint to the Financial Services and Pensions Ombudsman (FSPO) if they are dissatisfied with Chubb or Ulster Bank's final response. Their contact details are:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2, D02 VH29
Tel: 01 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

The existence of these complaint procedures does not reduce an **Employing Company** or **Insured Person's** Statutory Rights relating to this Policy. For further information about Statutory Rights the **Employing Company** or **Insured Person** should contact the Competition and Consumer Protection Commission.

European Online Dispute Resolution Platform

If the **Employing Company** or **Insured Person** arranged their policy with Chubb online or through other electronic means and have been unable to contact Chubb either directly or through the Financial Services and Pensions Ombudsman, you may wish to register your complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>
Your complaint will then be re-directed to the Financial Services and Pensions Ombudsman and to Chubb to resolve. There may be a short delay before Chubb receives it.

Data Protection/Privacy

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-/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 <mailto: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 Ireland DAC. 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 and you by way of liability waiver, against losses up to €1,950,000 per company and €65,000 per cardholder during the period of insurance. There is a smaller limit of €1,000 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 The 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 Ireland DAC in 90 days. Should a cancellation notice be issued to Ulster Bank Ireland DAC, 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 €300 per day or a maximum of €1,000 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 Ireland DAC, Commercial Cards Division, PO Box 4015, Dublin 2**. Telephone: **1850 812 280**. 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: **0044 20 7327 5693**. Fax: **0044 20 7327 5225**. Email: **complaints@lloyds.com**. Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Services and Pensions Ombudsman. 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

- 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
- any RBS Additional Authorised Business.

The risk, interest, location and sum insured hereunder

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

Sum Insured

Up to €65,000 per cardholder and €1,950,000 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 Lloyds of London.

Definitions

- Cards** – covered hereunder shall mean Ulster Bank OneCard (Mastercard).
- Cardholder** – shall mean any person authorised by the Company to use the OneCard cards for Company business only who are either:
 - under a contract of/for service or apprenticeship with the Company; or
 - 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:
 - is also employed by the Company under a contract of service; and
 - controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.
- Waiver date** – shall mean the discovery date of the loss by the Company.
- Underwriters** – shall mean certain Underwriters at Lloyd's of London.
- 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.
- Termination Date** shall mean the date on which:
 - the Cardholder gives notice to the Company;
 - the date the Company gives notice to the Cardholder; or
 - the date the Authorised Card is withdrawn by the Company from the Cardholder whichever is the sooner.

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:

- 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.
- 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:
- 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;
 - thereafter to the Underwriters benefit to the extent of the claim paid or payable;
 - 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:

- Loss of interest or consequential loss of any kind.
- Loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder.
- 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.
- 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.
- Cash advances, after Notification of Termination Date.
- Cash advances which exceed €300 per day or a maximum of €1,000 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:

- 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
- 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:

- loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - any legal liability of whatsoever nature
- Directly or indirectly caused by or contributed to by or arising from
- ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - 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:

- 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 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

- 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.
- 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

EU CONTRACT CONTINUITY CLAUSE

- 1) Subject to paragraph 2) (below), the occurrence of an event associated with membership of the European Union or economic or monetary union in the European Union shall not have the effect of:
 - i) terminating; or
 - ii) altering or invalidating any term of or discharging or excusing performance under; or
 - iii) giving any party a unilateral right to alter or terminate, this Contract.
- 2) If, as a consequence of an event associated with membership of the European Union or economic or monetary union in the European Union, any participating (Re)Insurer is no longer permitted by applicable law or regulation to perform any part of this Contract:
 - i) where possible, any terms of this Contract which conflict with applicable laws or regulations are amended to conform to the minimum requirements of such laws or regulations, failing which;
 - ii) such part [*which the (Re)Insurer is unable to perform*] shall be automatically terminated between that (Re)Insurer and the (Re)Insured with effect from the date that the (Re)Insurer is no longer permitted to perform this Contract. Within fourteen (14) days of such termination the relevant (Re)Insurer shall return any paid but unearned premium, which shall be calculated as expressly provided in the relevant cancellation or termination provisions of this Contract or, if there are no such cancellation or termination provisions, on a pro-rata basis for the time on risk. Unless otherwise provided, if any claim has been notified under this Contract at or prior to the time and date of termination, the premium shall be deemed to be fully earned and no return premium shall be due.
- 3) For the purposes of this clause, an "event associated with membership of the European Union or economic or monetary union in the European Union" includes, without limitation, each (and any combination) of the following events:
 - i) the withdrawal from the European Union by any one or more members of the European Union (Member States); or
 - ii) the withdrawal from legal tender of the Euro; or
 - iii) the withdrawal from the Euro by one or more Member State(s); or
 - iv) the replacement of the Euro by any alternative single or unified currency by two or more Member States (whether or not they remain members of the European Union) or the introduction of a new currency by a Member State (whether or not it remains a member of the European Union).

LMA5284

12 April 2017

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.

Guide to Completing Your Application Form

This Guidance will help you to complete your application for the Ulster Bank **OneCard**, if you need any help filling out the form or have a question, please ask your Relationship Manager.

The form is divided into three main sections

- 1 Business details
- 2 Your **OneCard** programme
- 3 Cardholder details
- 4 Your agreement

Tips:

- Please complete the form using BLOCK CAPITALS and in black ink.
- Mark request boxes with a cross where applicable.
- Once fully completed, please check and sign the form in section 4 and return it to your Relationship Manager, along with any other forms (e.g. Direct Debit Mandates) you have downloaded and completed as part of your application.
- Please retain this guide for your reference.

Section 1 – Business details

Please complete all of the required fields and ensure that you complete the business name as you wish it to appear on the card.

Section 2 – Your **OneCard** programme

Business Credit Limit

Please indicate the overall credit limit required for your business, this should be an amount that will cover two months' anticipated total card spend for your business.

Section 2.1 – Programme Co-ordinator

Much of our day to day contact with you will be through your Programme Co-ordinator (also can be known as your Card Programme Administrator). This person will have responsibility for the operation of **OneCard** within your business, from changing cardholder limits to being sent statements when centrally billed.

You may nominate an additional Programme Co-ordinator if required.

Your Programme Co-ordinator will be your Smart Data OnLine (SDOL) Company Administrator. Your **OneCard** welcome pack will contain enrolment details for SDOL. You can visit our website to view a demo of the service at www.ulsterbank.ie/smartdataonline

Section 2.2 – Payment Details

You may choose to settle the monthly statement in one amount directly from your business this is known as Central Billing (option A). Your statement will be sent to your Programme Co-ordinator. Or if you prefer, we can arrange for your cardholders to settle their own statements directly, this is known as Individual Billing (option B). The statements will be sent to your cardholders. **Important note:** Although the cardholder is authorised to settle the balance on the business/organisations' behalf, the business/organisation is wholly liable for the outstanding amounts until it is repaid.

Select either option A or B, but not both.

Your account will be settled every month by Direct Debit. If you have selected central billing please complete the Direct Debit Mandate that is provided at the end of the Application Form.

If you have selected individual billing each cardholder needs to complete a Direct Debit Mandate. One form is included in the application pack. If you require additional forms these can be downloaded from www.ulsterbank.ie/onecard

Section 3 – Cardholder Details

Please provide details of your cardholders in this section. If you are requesting more than four cards please download and complete the Cardholder Schedule from www.ulsterbank.ie/onecard. Please complete the details on screen for each cardholder and give a printed and signed copy of the schedule to your Relationship Manager with your application form.

Merchant category blocking – you may wish to control the type of spending that your cardholders can undertake. If you do, please download and complete a Diversion Billing and Individual Blocking Form 3 for each cardholder.

Monthly cardholder credit limit – this is the amount each cardholder can spend up to each month.

Cash withdrawal facility – Select whether each cardholder can use their card to withdraw cash.

Single transaction limit – This is the maximum amount that can be spent on any one purchase. Choose whether you require a single transaction limit for each cardholder. Where you do, please also provide us with the limit.

Section 3.1 – Cards OnLine

This online statement and information service is provided free with your **OneCard**. It gives you and your cardholders secure, real time access to card statements, recent cardholder transactions, current balances and available credit. It is normally available to you 24 hours a day, 365 days per year.

To enrol for this service simply place a cross in the box on the form.

If you have selected Cards OnLine (COL) then you will no longer be sent paper statements in the post, but will receive an e-mail when they are available online. If you wish to continue to receive paper statements please indicate on the application form.

You will receive an e-mail with your COL user name and temporary password. To complete the registration process, visit www.ulsterbank.ie/businesscardsonline and click on the link. You will then be taken to the COL logon page. In the section headed “Already Enrolled?” enter your user name and follow the on screen instructions.

Section 4 – Your Agreement

The **OneCard** Terms and Conditions are also available online for you to read and print. These are important so please read them. Please go to www.ulsterbank.ie/onecard

Confirming your agreement – You have the choice if having one or two authorised signatories. Please ensure that these are in accordance with the authority held by us.

To find out how we can help your business log onto
[ulsterbank.ie/onecard](https://www.ulsterbank.ie/onecard)

 **Ulster Bank**

Ulster Bank Ireland DAC. A private company limited by shares, trading as Ulster Bank, Ulster Bank Group, Banc Uladh, Lombard and Ulster Bank Invoice Finance. Registered in Republic of Ireland. Registered No. 25766. Registered Office: Ulster Bank Group Centre, George's Quay, Dublin 2, D02 VR98. Ulster Bank Ireland DAC is regulated by the Central Bank of Ireland. Calls may be recorded.

ULST7863RI January 2019