

# Personal MasterCard Terms and Conditions

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Effective from 1 January 2012

## NORTHERN BANK PERSONAL MASTERCARD TERMS AND CONDITIONS

If You have chosen a MasterCard credit card then these are the Terms and Conditions which are referred to in the credit card agreement which You have signed.

The Terms and Conditions in Sections 1 - 20 apply to all Northern Bank MasterCards, with variations between Platinum, Gold, 24/7 and Standard Cards detailed in Conditions 3.3(a), 5.4, 7.1, 10 and 19.

### 1. Definitions applying to this Agreement

A number of words are given a defined meaning at the start of this Agreement.

The following definitions also apply:

"Account" means Your credit card account with Us.

"Additional Cardholder" means anyone to whom We issue an additional Card at Your request.

"Agreement" means the agreement between Us and You relating to the Card, including these Terms and Conditions.

"Balance Transfer" means a transfer of a debit balance which You owe to another financial institution and which We have agreed to accept and debit to Your Account.

"Bank", "We", "Us" or "Our" means Northern Bank Limited and any person to whom all or any of the rights and/or obligations of the Bank under this Agreement are transferred and any successor in business to the Bank.

"Card" means a Northern Bank MasterCard which We issue to You or to any Additional Cardholder, and any replacement card.

"Cardholder" includes You and any Additional Cardholder.

"Cash Advance" means any cash withdrawal or other cash advance or any transfer to another account at the Bank or any other financial institution (other than a Balance Transfer), and also any purchase of travellers cheques or foreign currency obtained or made in any way by use of the Card.

"Condition" means a condition in these Terms and Conditions.

"Credit Limit" means the maximum amount of credit allowed on Your Account.

"Customer" "You" and "Your" mean the person who entered into this Agreement with Us.

"Introductory Rate" means the interest rate We charge from time to time under this name as set out at Condition 3.3 (b).

"Limited Period Rate" means any lower interest rate (other than the Introductory Rate) than that otherwise applicable to Your Account which we have granted You for Purchases, Balance Transfers and/or Cash Advances for a limited period, as set out at Condition 3.3 (c).

"Merchant" means a retailer, supplier or third party authorised to accept the Card.

"Package" means the package of banking services provided to You by the Bank in connection with which You have been issued with the Card.

"Password" means a password chosen by a Cardholder for use with a Card to make Transactions on the internet.

"PIN" means the personal identification number issued to or chosen by the Cardholder from time to time.

"Purchase" means a payment transaction other than a Cash Advance or Balance Transfer.

"Standard Rate" means the interest rate We charge from time to time under this name as set out at Condition 3.3 (a).

"Transaction" means Cash Advances, Balance Transfers and Purchases which You or any Additional Cardholder makes using the Card or Card details.

### 2. Operations on Your Account

- 2.1 We will open an Account in Your name and We will send You a Card and a PIN after Your Agreement has been signed and returned to Us. At Your request at any time during the Agreement We will send a Card and a PIN to any Additional Cardholder. Only You, and not any Additional Cardholder, will be entitled to request changes to Your Account and to ask for details of Your Account.
- 2.2 We will charge to Your Account all Transactions and all other amounts You must pay under this Agreement.
- 2.3 In order for payments to be made using the Card, a Cardholder's consent will be required. The consent required will vary according to the type of payment:

- 2.3.1 To withdraw cash via an ATM the PIN will be required. To purchase an item face to face the Card and the PIN (or the Cardholder's signature where we have agreed to issue the Cardholder with a Card without a PIN and the Merchant agrees to accept this form of consent) will be required;
- 2.3.2 If making a purchase by telephone or over the internet, the Card details will be required. The 3-digit security code from the reverse of the Card may be also required to authorise the payment.
- 2.3.3 If a Cardholder uses the Card to place an order on the internet with an organisation that participates in MasterCard SecureCode (designed to prevent fraud) the Cardholder will be asked to register for our 3D Secure service. When the Cardholder registers for the 3D Secure service he/she will be asked to accept the Terms and Conditions for 3D Secure. If the Cardholder does not register and/or does not accept the 3D Secure Terms and Conditions then as part of Our fraud prevention measures, We may not authorise further Transactions on the internet with participating organisations. Further details on how to register and details of the 3D Secure Terms and Conditions are available in Our branches, by telephoning 0870 8502481 or Intl +44 28 90049201 and selecting option 2, or on Our website northernbank.co.uk. It will normally take from one to seven days for a Transaction to reach Your Account, although in some cases this may take longer.
- 2.3.4 If You or any Additional Cardholder gives Your or their Card details to a Merchant so that they can continually or regularly deduct payments / subscriptions from Your Account, the sums authorised may be debited to Your Account at the agreed intervals until the payment authority is cancelled. Any such Transaction and / or the authority under which it is charged are often referred to as 'recurring transactions'. In these circumstances, the Cardholder is giving consent to the Merchant to make each recurring transaction. To withdraw that consent, the Cardholder will need to contact the Merchant. We can only refund a recurring transaction where the Merchant has agreed that We may do so. Any request for a refund or a recurring transaction must be made within 8 weeks from the date that the funds were debited. In order to process a refund request We may require the Cardholder to provide Us with additional information. We will either make the refund or provide You with Our reasons for refusing to make the refund within 10 business days of receiving Your request or within 10 business days of receiving such additional information as We have requested from You.
- 2.3.5 To make any other type of Transaction using the Card, You will give Your consent by following the instructions given to You by Us or by the relevant Merchant.
- 2.4 Once consent to a Transaction is given, and the Transaction has been authorised, it cannot normally be stopped. However if You dispute a Transaction the Merchant must be able to prove that the Transaction took place.
- 2.5 You will be responsible for all Transactions which You or any Additional Cardholder authorise, whatever the manner of such authorisation.
- 2.6 We recommend that before You travel abroad, You contact Your Northern Bank Branch to advise them that You may be using Your Card outside the United Kingdom.
- 2.7 If You exceed Your Credit Limit You must immediately repay any excess to Us. When calculating whether the Credit Limit has been exceeded We will take into account any other Transactions We have paid or authorised for payment from Your Account.
- 2.8 You will be responsible for all indebtedness created by an Additional Cardholder as if their Card or PIN had been issued to and used by You. You can at any time ask Us to cancel any additional Card but You will remain responsible for its use until it is returned to Us and You have repaid all indebtedness incurred by its use.
- 2.9 When writing a letter of cancellation to a Merchant, remember to sign and date the letter, quote Your full Card number and always keep a copy as evidence of cancellation. You should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. You should also ensure that You give adequate notice of cancellation before a payment is due. If Your Card number changes, for whatever reason, You must inform the Merchant of Your new Card number.

2.10 The APR and Total Amount Payable detailed in Your Agreement are illustrative figures calculated on the basis of the following assumptions:

- (a) this Agreement remains in force and You and We fulfil our respective obligations under this Agreement;
- (b) You carry out an immediate single Transaction of the same value as Your Credit Limit;
- (c) the credit is provided for one year;
- (d) You repay the credit in twelve equal instalments together with the annual fee (if any) for Your Package and interest charged at the Standard Rate (regardless of any Introductory Rate or Limited Period Rate that is granted to You);
- (e) the Standard Rate is the rate set out in this Agreement;
- (f) there is no variation to the Standard Rate or any charges applicable to this Agreement; and
- (g) You do not incur any charges (other than any annual fee (where applicable)).

2.11 You and every Additional Cardholder must at all times use the Card only in accordance with the provisions of this Agreement.

### 3. Financial and Related Details

3.1 We will set a Credit Limit for Your Account and tell You what it is when We open Your Account. Your initial Credit Limit is as stated in Your Agreement. We can change Your Credit Limit at any time and will let You know about the change. We will reduce Your Credit Limit at any time if You ask Us to. You can contact Us at any time if You want to opt out of receiving credit limit increases. You can ask Us to increase Your Credit Limit and We will consider this when We have made the appropriate checks.

3.2 You must make a minimum payment to Us each month (unless the balance for that month is £5 or less, in which case the balance will be carried forward to Your next statement and no interest will be charged on that balance for that month). If a payment is due to Us, We will send You a monthly statement showing the minimum payment and the date by which You must pay it (which will be 28 days after the statement date). The minimum payment will be 3% of the current balance shown on Your statement, or the total of interest and default charges shown on Your statement plus 1% of the current balance (less interest and default charges), or £5, whichever is the greater. In addition to any minimum payment due, You may repay early the balance on Your Account, in part, or in full, at any time. If You have missed any payments under this Agreement and / or the current balance exceeds the Credit Limit, then those missed payments (sometimes called the outstanding balance) and/or that excess (sometimes called the overlimit) may be added to the minimum payment (sometimes called the agreed payment) and included within the minimum payment required shown on Your statement.

3.3 The interest rates for Transactions on Your Account are as follows:

- (a) The following rate will apply on Transactions, subject to (b) to (d) below:
  - i. MasterCard Platinum 13.98% per annum (variable) (the "Standard Rate")
  - ii. MasterCard Gold 14.88% per annum (variable) (the "Standard Rate")
  - iii. MasterCard 24/7 14.88% per annum (variable) (the "Standard Rate")
  - iv. MasterCard Standard 20.76% per annum (variable) (the "Standard Rate").
- (b) If We tell You in writing when We open Your Account that You are being given an Introductory Rate then for the first five months from that date (the "Introductory Period") We will charge You interest at the Introductory Rate of 0% per annum on Purchases and Balance Transfers. The Introductory Rate will be shown on Your monthly statements. We will tell You in writing when the Introductory Rate is about to come to an end. At the end of the Introductory Period You will automatically start paying interest on Purchases and Balance Transfers and any accrued balance of any Purchases and Balance Transfers made during the Introductory Period at the Standard Rate (or other applicable rate).
- (c) We may from time to time and for any period grant You a Limited Period Rate for any of Your Purchases, Balance Transfers and / or Cash Advances, being a lower interest rate than the Standard Rate. When We do this We will notify You,

either on Your statement or by writing to You detailing what the rate has changed to and, where applicable, for what period. At the end of any such period the rate or rates will revert back to the Standard Rate and this will also apply to any accrued balance. Where no period has been fixed We may still change the rate back again at any later date. If We do this We will write to You to tell You.

(d) The interest rates under this Agreement are variable: We may change interest rates in the circumstances set out in (c) above and We may vary the interest rates in accordance with Condition 4.1. The applicable rates will be shown in Your monthly statements.

3.4 Interest charges are calculated and applied as follows:

- (a) We will charge interest on the daily balance outstanding on Your Account but We will not charge interest for Transactions made during the period covered by a monthly statement other than Cash Advances. Interest will be charged on the amount of each Cash Advance from the date Your Account is debited with the Cash Advance until the date that Cash Advance is fully repaid. If You do not repay the whole balance on the Account by the date referred to in Your monthly statement then interest will be charged on the daily balance outstanding on Your Account from this date. Interest will be added to the Account monthly on the statement date. Interest will be charged on unpaid interest at the rate for the Transaction for which it became due.
- (b) If You repay the whole balance on the Account by close of business on the day mentioned in Your statement (which will be 28 days after the statement date), no interest will be charged for Transactions made during the statement period other than Cash Advances (including any cash advance fees and commission on those Cash Advances as referred to in Conditions 3.6 and 3.7). We will not pay any interest to You or make any allowance for any credit balance on Your Account.
- (c) Interest will be charged at the applicable rate under this Agreement before and after any court judgment.
- (d) As a concession to You, We may offer You the option not to make the minimum monthly payments from time to time ("Payment Holiday"). But if We do this, interest will continue being charged on the outstanding balance of Your Account during the Payment Holiday. You can of course still make payments of any amount You wish during a Payment Holiday period.

3.5 For calculating interest on outstanding amounts We will allocate payments We receive in the following order:

- towards balances on which interest is charged at the Standard Rate;
  - towards balances on which interest is charged at any rate which is less than the Standard Rate; and
  - towards balances on which interest is charged at 0%.
- Within each of the above three categories, payments which are not sufficient to satisfy completely the whole of the applicable category will be allocated to satisfy the part of that category carrying a higher interest rate before the part of that category carrying a lower interest rate.

3.6 We will convert into sterling the amount of a Transaction or refund of a Transaction made in a currency other than sterling at a rate determined by Us for the relevant currency (known as the "Northern Bank Card Exchange Rate") at the time the Transaction or refund is charged to Your Account. This may not be the date on which the Transaction or refund was carried out. You can find out the Northern Bank Card Exchange Rate for the relevant currency by enquiring at any of Our branches or by telephoning Us. The published rate is an indicative rate only since it is based on Transactions and refunds debited the previous day. Daily rate fluctuations will occur. The Northern Bank Card Exchange Rate for the relevant currency will be adjusted by adding a commission of 2.75% of the value of the Transaction. The adjusted rate will be the rate that appears on Your statement

3.7 For Cash Advances, a cash advance fee of 2% (minimum £2.00) of the amount of the Cash Advance will be debited to Your Account. This will be in addition to any commission payable under Condition 3.6 if the Cash Advance is given in a currency other than sterling. There will be a maximum daily limit on Cash Advances via automated teller machines. We will advise you of this limit from time to time.

- 3.8 If You make a payment to Us in a currency other than sterling We will convert the amount to sterling at Our applicable Northern Bank Exchange Rate from time to time and there will be a fee for this. The fee will be the standard fee charged by the relevant division of the Bank for this service from time to time, which varies depending on the amount being converted.
- 3.9 We may add to or change any of these fees or service charges at any time in accordance with Condition 4 below.

#### 4. Variation of Fees, Service Charges, Default Charges and Interest and Changes to the Agreement

- 4.1 We may vary the interest rates applicable to the Card in accordance with Condition 3.3. We may also vary any of the interest rates or any of the fees, service charges or default charges, introduce a fee, service charge or default charge, or vary the frequency and / or time for payment of any such fee, service charge or default charge under this Agreement for any of the reasons set out in Condition 4.2(a) to (j), by giving You at least 30 days' written notice. In the case of changes in interest rates such notice may be given in Your statement. In the case of an interest rate increase We will give You at least 60 days' written notice before any interest rate increase takes effect. You will have the right to reject any interest rate increase and end this Agreement in accordance with Condition 12.1 within 60 days of the date of the notice of increase in interest rate although You will still have to pay all sums due under the Agreement and interest due thereon (at the existing rate) in accordance with the terms of the Agreement.
- 4.2 We may change any of the terms of this Agreement (including introducing new fees, service charges or default charges) and / or add to, remove and / or change the number of and / or nature of benefits which are offered to You for any of the following reasons:
- (a) to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - (b) to maintain or improve operating conditions or service levels;
  - (c) to reflect a change or an expected change in market conditions, general banking practice or the cost to the Bank of providing services to its customers;
  - (d) to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;
  - (e) to ensure that the Bank's business is run prudently and remains competitive;
  - (f) to take account of a ruling by a court, ombudsman, regulator or similar body;
  - (g) to make this agreement (including the Terms and Conditions) fairer or clearer for You;
  - (h) to enable the Bank to harmonise its banking, interest (whether debit or credit) or other charging arrangements;
  - (i) to rectify any mistake that might be discovered in due course; or
  - (j) for any other valid reason. If We make any changes under this Condition 4.2 (j), then We will tell You that the change is made under this specific provision, and the reason We are making the change, in the notice We send to You.

We will give You personal written notice before or as soon as reasonably practicable after such change is to take effect. You may end this Agreement in accordance with Condition 12.1 within 60 days of the date of the notice without having to pay any extra fees, service charges or default charges, although You will still have to pay all sums due under the Agreement and interest due thereon in accordance with Condition 12.4.

- 4.3 If We make any changes to the terms of the Agreement which are to Your detriment We will give You written notice of the changes at least 30 days before the changes come into effect. At any time up to 60 days from the date of such notification You may end this Agreement in accordance with Condition 12.1 without having to pay any extra fees, service charges or default charges, although You will still have to pay all sums due under the Agreement and interest due thereon in accordance with Condition 12.4. The Bank may make any other change immediately and notify You about it by writing to You or by advertisement in the national press and by

putting a message on Our Website or electronically if You use the Bank's electronic mail facility, in all cases within 30 days of the change taking effect.

- 4.4 If We make a major change or a lot of minor changes in any one year, We will give You a copy of the new Terms and Conditions that apply to this Agreement or a summary of the changes.
- 4.5 If any of the provisions of Conditions 4.1 and / or 4.2 become invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall not affect the remaining provisions.
- 4.6 We may from time to time, in particular circumstances and for particular periods, offer discounts or rebates on certain Transactions. If We do offer such discounts or rebates then We will tell You what they are and how they will work. We may withdraw any such offer at any time.

#### 5. Details about Your Card

- 5.1 The Card will be valid for the validity period shown on the Card (unless this Agreement ends before the end of that period). Cardholders must only use their Card whilst it is valid. If a Cardholder does not use a Card for a period (determined at Our discretion) We may choose not to issue a replacement Card when it expires and We can ask for it to be returned or We can ask others to hold on to it for Us at any time.
- 5.2 The Card remains Our property and can be recalled by Us at any time. We may replace a Card with another Card issued by Us and change Your account number at any time if We give You reasonable notice.
- 5.3 The Card must not be used for any illegal purpose.
- 5.4 If the Card is lost, stolen or ceases to function properly, We will, on the request of the Cardholder, issue an Emergency Card or Emergency Cash to the Cardholder. An Emergency Card or Emergency Cash can be requested by telephoning the following numbers:
- i. Platinum Mastercard 0870 850 2487 (if outside the United Kingdom, please call + 44 2890 049203).
  - ii. Gold Mastercard 0870 850 2482 (if outside the United Kingdom, please call +44 2890 049202).
  - iii. Standard Mastercard and MasterCard 24/7 0870 850 2481 (if outside the United Kingdom, please call +44 2890 049201).

We aim to provide an Emergency Card or Emergency Cash within 48 hours of contact. The Emergency Card will not be issued with a PIN and the Cardholder's existing PIN will not function with it. The Emergency Card will be valid for a maximum period of three months from the date of issue and the Cardholder will be issued with a replacement Card as soon as possible. We will charge a fee for the Emergency Card or Emergency Cash which will be debited to Your Account. The current amount of this fee is £20.00. The amount of this fee may be varied from time to time in accordance with Condition 4.

#### 6. Keeping the Card, PIN and Password safe

- 6.1 You must ensure that You and each Additional Cardholder comply with the terms of this Condition 6 and follow any reasonable instructions that We give about using the Card and keeping it safe.
- 6.2 Cardholders must sign their Card as soon as they receive it. They must keep their Card safe and not allow anyone else to use their Card. Cardholders must take all reasonable care to ensure the safety of their PIN and Password and prevent them from becoming known to anyone else. Cardholders must ensure that:
- (a) any PIN advice is destroyed promptly on receipt. Subject to Condition 6.2 (b) You can change Your PIN to a number that is more memorable;
  - (b) when changing the PIN, the Cardholder must ensure that all reasonable care is exercised. In particular, the Cardholder should ensure that the PIN is not the same as, or similar to, any other personal identification number the Cardholder has for any account with the Bank, or for any other service provided by the Bank, or contain a combination of numbers which may be easy to guess (for example, birthdays, consecutive numbers, etc);

- (c) the PIN or Password is not written on the Card or anything usually kept with it;
- (d) the Cardholder exercises care at all times with the storage and disposal of any information about the Card, for example, statements and receipts. The Cardholder should take simple steps such as shredding printed material.
- 6.3 Cardholders must not give their Card or Account number to any third party unless it is for the purpose of a Transaction or when reporting the loss or theft of their Card.
- 7. Loss or Misuse of Card**
- 7.1 Should a Card be lost or stolen or for any other reason liable to misuse, or should the PIN or Password become known to a person not authorised under this Agreement, the Cardholder must immediately notify Northern Bank Card Services, PO Box 4509, Belfast, BT1 6JS, telephone:
- Platinum Mastercard 0870 850 2487 (if outside the United Kingdom, please call + 44 2890 049203) or any branch of the Bank.
  - Gold Mastercard 0870 850 2482 (if outside the United Kingdom, please call +44 2890 049202) or any branch of the Bank.
  - Standard Mastercard and MasterCard 24/7 0870 850 2481 (if outside the United Kingdom, please call +44 2890 049201) or any branch of the Bank.
- We may ask a Cardholder to confirm loss of a Card in writing. We will accept initial advice of the loss or theft of a Card from a card notification organisation e.g. Sentinel<sup>®</sup> Card Protection, subject to the Cardholder confirming this in writing to Us.
- 7.2 If the Card is used by another person before You have notified Us in accordance with Condition 7.1 above, You will be liable for all losses up to a limit of £50. However, You may be liable for ALL losses incurred where the Card has been used by a person who acquired possession of or uses it with Your or any other Cardholder's knowledge or consent.
- 7.3 You will not be liable for losses resulting from use of the Card (other than where the Card was used by a Cardholder) after You have reported the loss, theft or misappropriation of the Card to Us in accordance with Condition 7.1 above. Subject to Conditions 7.2 and 7.4, We will bear the full losses in the following circumstances:
- in the event of misuse when We have sent the Card to a Cardholder and the Cardholder does not receive it, due to postal delay or other reasons outside the control of the Cardholder;
  - in the event of unauthorised Transactions after We have had effective notification that a Card has been lost, stolen or that someone else knows or may know the PIN or Password;
  - if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen;
  - if a Cardholder suffers direct loss as a result of machine or systems failure, unless the fault was obvious or brought to the Cardholder's attention by notice or displayed message.
- 7.4 Our liability is limited to those amounts wrongly charged to the Account and any interest on those amounts. Nothing in the Agreement shall exclude or restrict the Bank's liability for fraudulent misrepresentation by the Bank, its employees, officers or agents or for death or personal injury resulting from the negligence of the Bank, its employees, officers or agents.
- 7.5 If there is a disputed Transaction on a Card Account, Cardholders must co-operate with Us in Our investigations. Cardholders must give Us all the information they have regarding the circumstances of the loss, theft or misuse of a Card or the disclosure of the PIN or Password. Cardholders will take all the steps reasonably considered necessary by Us to help recover the missing Card. If We suspect that a Card has been lost, stolen or might be misused, or that the PIN or Password has been disclosed, We can give the police any information they think is relevant. Once a Cardholder has reported that a Card is lost, stolen or might be misused the Card must not be used again. In the case of a Card it must be cut in half across the magnetic strip and the chip and immediately returned to Us at the address in Condition 7.1.
- 7.6 Where more than one Card has been issued under this Agreement, the provisions of this Condition 7 apply to each Card separately.
- 8. Statements and Making Payments**
- 8.1 We will normally send You a statement each month. This statement will set out details of each Transaction made using the Card during the period since a statement was last sent to You or since the Account was opened, whichever is the later. We may send You this consolidated statement instead of details of each individual Transaction. However, We may also provide information concerning Transactions by other means including information provided to you at the time the Transaction is carried out or as soon as reasonably practicable thereafter.
- 8.2 Your monthly statements will also set out the balance on Your Account at the date of the statement, the minimum payment You must make to Us that month and the date by which You must pay it.
- 8.3 Your monthly statement will tell You how to make payments to reach Us on time.
- 8.4 If Your statement includes an item which seems to be wrong, please notify Us as soon as possible.
- 8.5 If You require additional copies of statements or Transaction vouchers a fee will apply. The current fee for each such item is £5.00. The amount of this fee may be varied from time to time in accordance with Condition 4.
- 8.6 We will normally send You an annual statement setting out consolidated details of Transactions made using the Card and payments made by You for the twelve month period prior to the date of the annual statement together with, where applicable, interest and charges debited to Your Account.
- 9. Refunds and Claims**
- 9.1 We will credit Your Account with a refund when We receive a refund voucher or other refund confirmation acceptable to Us.
- 9.2 We are not in any way liable if any Merchant refuses to accept a Card for whatever reason.
- 10. Payment Protection Insurance**  
**[this Condition does not apply to Mastercard 24/7 or any Card purchased after 23 May 2009]**  
 Where You have purchased optional Payment Protection Insurance:
- We will provide You with a Certificate of Insurance providing details of the insurers and the Terms and Conditions of the Payment Protection Insurance. The insurance will be between You and the insurers.
  - We will debit the cost of the Payment Protection Insurance (including Insurance Premium Tax at the current rate) to Your Account on the relevant statement date unless and until the insurance is cancelled by You in writing. For the purpose of this Agreement it is treated as a Purchase;
  - the terms, conditions and premium rates for Payment Protection Insurance may change at any time. However, You will receive at least 30 days' written notice of any change;
  - You understand that a false application may result in a claim being rejected;
  - We will credit any insurance monies which We receive to Your Account;
  - You should keep a record of any information supplied to the insurers.
- 11. Change of Address**
- 11.1 You must write and tell Us at once if You or any Additional Cardholder change Your or their name, or You change Your address, or if You make Your payments to Us by direct debit and You change the bank or building society account from which You make Your payments.
- 12. Ending the Agreement**
- 12.1 If You wish to end this Agreement You must tell Us and send Us Your Card, and the Card of any Additional Cardholder, cut in half across the magnetic strip and the chip.

- 12.2 We may end this Agreement if:
- (a) We give You at least two months' written notice; or
  - (b) You become bankrupt, You or any additional Cardholder break the terms of this Agreement or where there is a justifiable, financial or legal reason to do so, for example, if:
    - (i) You act, or are suspected of acting, fraudulently or with negligence;
    - (ii) You act in an abusive or threatening manner towards the Bank's staff; or
    - (iii) the Bank suspects that there is a threat to the security of its systems.
- 12.3 If We end this Agreement for any of the reasons set out in Condition 12.2(b), where reasonably possible (and where it would not be a breach of security or against the law), We will only end this Agreement after We have given You notice of Our intention to do so. If it is not possible to contact You in advance to tell You of Our intention to end this Agreement We will notify You as soon as possible thereafter.
- 12.4 Ending the Agreement will not affect Your liability to Us at that time, including Your liability for Transactions which are charged to Your Account after the ending of the Agreement or any notice to You of the ending of the Agreement or after the return of the Card. After sending You any notice required by law We may require You to repay at once all amounts You owe Us. We will continue to add interest, fees, service charges and default charges to the Account until You have paid everything You owe under the Agreement.
- 12.5 If either You or We end this Agreement, and We demand repayment of the whole sums due under it, We may retain any money in any of Your accounts with Us, or any sums We owe to You, and apply it in or towards repayment of the sums due under this Agreement. This is sometimes known as a right of set off.
- 13. Agreement not Secured**  
No mortgage charge or other security which We hold will apply to Your Account or this Agreement.
- 14. Relaxing the terms of the Agreement**  
Any forbearance or delay by Us in enforcing this Agreement, for example if We allow You more time to make a payment, will not affect or restrict Our legal rights under this Agreement.
- 15. When the Agreement becomes binding**  
This Agreement will only become binding when it is validly signed by You and by Us.
- 16. Transfer of rights under the Agreement**
- 16.1 You may not transfer Your rights or obligations under this Agreement.
- 16.2 We may transfer Our rights and obligations under this Agreement, but We can only transfer Our obligations either with Your agreement or where the transfer does not affect the nature of Your rights under this Agreement.
- 16.3 We may disclose to anyone to whom We transfer Our rights or obligations any information that We hold about You and any Additional Cardholder and the conduct of the Account.
- 17. Refusal of Transactions and Blocking the Card**
- 17.1 We may prevent individual Transactions being debited from Your Card and We may also block the use of a Card entirely where We reasonably believe that:
- 17.1.1 The security of the Card or Your Account may have been breached;
  - 17.1.2 There may have been an unauthorised or fraudulent transaction on the Card or on Your Account;
  - 17.1.3 There is a significantly increased risk that You may be unable to pay Us what You owe Us;
  - 17.1.4 The terms of this Agreement have not been met or have been breached; or
  - 17.1.5 By carrying out the Transaction, We may break a law, a regulation, a code of conduct or other duty.
- 17.2 If We prevent or refuse an individual Transaction, We will give notice of the refusal via the Merchant. If the Cardholder was not made aware of the refusal at the time then We will provide details of the refusal if You contact Us. Where reasonably possible (and where it would not be a breach of security or be against the law), We will only take action to prevent an individual Transaction or to block the Card after We have given You appropriate notice of Our intention to do so and explained our reasons. If We cannot contact You in advance to tell You about blocking Your Card We will attempt to contact You as soon as possible afterwards.
- 17.3 Where We have taken such action, We will allow the normal use of the Card to resume, or will issue a new Card if necessary, as soon as practicable once Our reasons for taking such action cease to exist.
- 18. Breaking the Agreement and Default Charges**
- 18.1 If You or an Additional Cardholder break this Agreement, We will charge You for any reasonable losses or costs which We incur as a result. These may include costs We incur on correspondence or in taking steps to find You or to get back any money You owe Us (including debt collection agency and legal costs). If You fail to pay Us any sum which has become due, or break the Agreement in any other way, or if You die or become bankrupt, We may ask You or Your trustee, personal representatives or executor to pay the full amount You owe, after We have issued any notice which the law requires.
- 18.2 If You break this Agreement We may review any of Your banking facilities with Us. If Your relationship with Us has broken down We may prevent You from continuing to operate any other accounts (such as a current account) or prevent You from continuing to use any overdraft You have with Us.
- 18.3 If You or an Additional Cardholder break this Agreement during any period when an Introductory Rate or Limited Period Rate applies to Your Account, We may withdraw the rate which applies to Your Account and charge You interest at the Standard Rate. We will notify You either on Your statement or by writing to You.
- 18.4 If any payments due under this Agreement are not paid when they are due We will charge a late payment charge. This default charge will be debited to Your Account each time a payment is overdue. The current amount of this default charge is £12.00. The amount of this default charge may be varied from time to time in accordance with Condition 4.
- 19. Sentinel<sup>®</sup> Card Protection Insurance [this Condition does not apply to MasterCard 24/7 or any card purchased after 16 August 2009]**  
Where You have signed at the appropriate part of this Agreement indicating that You wish to purchase Sentinel<sup>®</sup> Card Protection Insurance:
- (a) You have entered into two contracts:
    - i. The first is with Allianz Insurance plc, who underwrite the insured elements of your policy.
    - ii. The second is with Sentinel<sup>®</sup> Card Protection who administers the service elements of this product.
  - (b) Your fee is inclusive of insurance premium tax, at the relevant rate.
  - (c) This insurance only applies to residents of the UK and is automatically cancelled if you move outside the UK.
  - (d) Sentinel<sup>®</sup> Card Protection will write to You with details of the terms of the insurance;
  - (e) the cost of the Sentinel<sup>®</sup> Card Protection Insurance will be debited to Your Account when due and future subscriptions will be debited to Your Account when due, at the prevailing rate, unless and until the insurance is cancelled by You in writing. For the purpose of this Agreement, it is treated as a Purchase;
  - (f) We will pass Your name, address and Account number with Card expiry date, as and when required, to the insurer for the purpose of debiting Your Account with the relevant premiums.
- 20. General points**
- 20.1 We will not be liable if We are unable to perform Our obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or anything outside Our control. If We are unable to produce or send a statement, Your liability for interest, fees, service charges and default charges will still continue.

20.2 We subscribe to the Lending Code which sets minimum standards of good practice in the UK. Copies of the Lending Code are available on request at any of Our Branches and on Our website, [northernbank.co.uk](http://northernbank.co.uk).

**20.3 Putting things right for you**

We are committed to providing a high standard of customer service. However, if You are not satisfied with any aspect of Our service, We have internal complaint handling procedures in place to deal with such concerns effectively and in the correct way. Please ask for a copy of our leaflet 'Putting Things Right For You' or visit Our website and read Our Complaints Procedure. Our aim is to resolve complaints to the satisfaction of Our customers.

20.4 If You enter into this Agreement as a consumer, nothing in these Terms and Conditions will reduce Your statutory rights relating to faulty or mis-described goods or services. For further information about Your statutory rights contact Your local Trading Standards Department or Citizens Advice Bureau.

20.5 Telephone Calls. We draw to Your attention that We may record or monitor telephone calls in order to ensure security for Our customers and Our staff and to help maintain service quality.

20.6 There may be taxes or costs, some of which are not paid through Us or imposed by Us and for which You may be liable.

20.7 (a) The laws of the United Kingdom apply to the establishment of Our relationship with You until Your acceptance of this Agreement.

(b) This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements.

(c) Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where you live, as shown on Our records and Your statements.

(d) This Agreement is written in English and We will communicate in English with you during the course of this Agreement.

Northern Bank is a trading name of Northern Bank Limited and is authorised and regulated by the Financial Services Authority ("FSA") (Reference number 122261).

Credit Facilities other than regulated mortgages are not regulated by the FSA.

We hold a consumer credit licence issued by the Office of Fair Trading and our licence number is 006351.

The Office of Fair Trading is the regulating authority of consumer credit agreements of this type and can be contacted at Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.

Northern Bank Limited.  
Registered in Northern Ireland: R568.  
Registered Office:  
Donegall Square West  
Belfast  
BT1 6JS.  
[northernbank.co.uk](http://northernbank.co.uk)

Northern Bank Limited is a member of Danske Bank Group.

## These are the terms and conditions that will apply to Northern 3D Secure.

Northern 3D Secure is provided by Northern Bank Limited in association with MasterCard Secure Code and Verified by Visa. Northern 3D Secure is a secure way of using Your Card to make purchases on the internet with participating organisations. When You use 3D Secure We are able to verify Your identity. We do not verify the identity of any organisation that You contract with on the internet nor do We make any statement about the goods or services of any participating organisations that You choose to place an order with or make a purchase from.

### 1. Definitions

"Account" means the Northern current account on which the Maestro Card is issued or the Northern MasterCard credit card account or the Northern Visa credit card account.

"Card" means the Maestro Card, MasterCard or Visa Card (as appropriate) that We have issued to the Cardholder for use with Your Account.

"Cardholder" means, for each Card, the person to whom We issue a Card at the Account holder's request

"E-mail Address" means a current valid e-mail address.

"Personal Message" means the message You choose when You register and which will be shown to You on a receipt when making purchases on the internet through participating organisations.

"Password" means the password You choose when registering for 3D Secure or such characters from the password as we ask you to insert when using 3D Secure.

"We", "Us" and "Our" mean Northern Bank Limited.

"You", "Your" and "Yours" mean the Cardholder who has registered for 3D Secure under this agreement with Us.

"3D Secure" means the service offered by Us, subject to these terms and conditions, for You to use when You make a purchase or place an order on the internet with Your Card.

### 2. Using 3D Secure

(a) When You register for 3D Secure, You agree that these conditions will apply in relation to Your use of Your Card when You make a purchase or place an order with participating organisations using Your Card on the internet. These terms and conditions are in addition to the terms and conditions for Your Account.

(b) When You register for 3D Secure You agree that the information You provide will be used by Us to validate Your identity. You agree that You will provide Us with correct information.

(c) When You use 3D Secure to purchase on the internet from a participating organisation You will be presented with an electronic receipt. The receipt will include details of Your internet purchase or order, such as store name, purchase amount and date. You will be asked to sign the receipt using Your Password and click 'Confirm Purchase' to proceed with the purchase. Without Your Password, the internet purchase cannot take place at participating organisations. If the incorrect Password is entered more than 3 times You will not be able to proceed with the purchase under 3D Secure until You enter the correct password. If You have forgotten Your Password You can create a new one by clicking on the 'Forgot Your password?' link.

(d) If You change Your address (including Your e-mail address) You must notify Us immediately to ensure that Our records are up to date.

(e) Once You have registered Your Card for 3D Secure You will not be able to cancel that registration. You can terminate Your registration by contacting Us at 0870 8502481\* (Call charges may vary. Please contact Your service provider.)

- \* You can call from 08:00 - 20:00 Monday to Friday and from 09:00 - 13:00 on Saturdays. We may record or monitor calls for Your protection, to train Our staff and to maintain the quality of Our ongoing service.

### 3. Security

- (a) We do not verify the identity of any participating organisations nor make any statement about their goods or services or whether You should contract with them.
- (b) You are responsible for maintaining the confidentiality of Your Password and Personal Message. You must not give this information to anyone else.
- (c) If You believe that somebody else may have become aware of Your Personal Message and/or Password You can change them at any time using the Personal Account Manager facility. If You think that there may have been an unauthorised internet transaction on Your Account You must notify Us immediately in accordance with the terms and conditions for Your Account.
- (d) We can stop You using 3D Secure where We have a right under the Terms and Conditions for Your Account or Card to refuse or stop a payment on Your Account.
- (e) If Your Personal Message is not on a receipt or the Personal Message on the receipt is not Yours, You should not sign the receipt and should notify Us, by contacting Your Branch.

### 4. Changing the terms and conditions

- 4.1 We may at any time, for any reason set out in Condition 4.3 below make any change to these 3D Secure terms and conditions.
- 4.2 We will give You at least two months' written notice (whether by letter or electronic means) before the change is made. Once We have given You notice of the proposed changes, if You do not tell Us that You object to the changes, before the date on which they are due to come into effect, then they will take effect on the date indicated. If You do object to the changes, then You have the right to terminate this agreement without having to pay any extra fees or service charges.
- 4.3 The changes referred to in Clause 4.1 will be made for one or more of the following reasons:
  - (a) by agreement with You;
  - (b) to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - (c) to maintain or improve operating conditions or service levels;
  - (d) to reflect a change or an expected change in market conditions, general banking practice or the cost of providing services to customers;
  - (e) to conform with or anticipate changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;
  - (f) to ensure that Our business is run prudently and remains competitive;
  - (g) to take account of a ruling by a court, ombudsman, regulator or similar body;
  - (h) to make these terms and conditions or any Conditions for Your Account fairer or clearer for You;
  - (i) to enable Us to harmonise Our banking, interest (whether debit or credit) or other charging arrangements;
  - (j) to rectify any mistake that might be discovered in due course.

We may also vary these terms and conditions for any other valid reason. If We do so:

- We will tell You that the change is made in accordance with this specific provision, and the reason We are making the change, in the notice We send to You;
- We will give You personal written notice before such a change is to take effect;
- You may end Your registration for 3D Secure before the end of the two month notice period without having to pay any extra fees or service charges.

- 4.4 If any of the foregoing provisions of this Clause 4 is or becomes invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect the remaining provisions.

### 5. Availability of 3D Secure

We try to give a complete service at all times but do not guarantee it. We will not be responsible for any loss which You suffer if You cannot carry out any transaction as a result of a machinery failure, strike, power cut, equipment not working or other causes beyond Our control or that of Our agents or sub-contractors.

### 6. Ending Your 3D Secure service

Without prejudice to Condition 3d We can end Your use of 3D Secure by giving You two months' written notice.

### 7. Your liability

You agree that an instruction using Your Password will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us. You are responsible for all instructions sent using Your Password. You are responsible for ensuring that You keep Your Password secure as set out in Clause 3 above. Your financial liability for any use of Your Card is subject to the terms and conditions for Your Account.

### 8. Use of Your information

Details of how We use Your personal information are available in Our leaflet "How We use Your personal and business information." Copies of this leaflet are available in Our branches and on Our website at [northernbank.co.uk](http://northernbank.co.uk).

### 9. General

- 9.1 We will communicate with You in English.
- 9.2 We are committed to providing a high standard of service. If You are not satisfied with any aspect of Our service then We have procedures in place to deal with Your concerns. For more information, please ask for a copy of Our leaflet "Putting things right for you."

### 10. Governing law

This Agreement is governed by the laws of Northern Ireland, Scotland or England and Wales, depending on where You live, as shown on Our records and Your statements. Disputes arising out of or relating to this Agreement not settled to the parties' satisfaction are subject to the non-exclusive jurisdiction of the courts of Northern Ireland, Scotland or England and Wales, again depending on where You live, as shown on Our records and Your statements.



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This publication is also available in Braille, in large print, on tape and on disk. Speak to a member of staff for details.

Northern Bank is a trading name of Northern Bank Limited and is authorised and regulated by the Financial Services Authority.

Credit Facilities other than regulated mortgages are not regulated by the Financial Services Authority.

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