

# MasterCard Corporate Card Terms and Conditions

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Effective from 1 May 2012

# NORTHERN BANK MASTERCARD CORPORATE CARD - TERMS AND CONDITIONS

## IMPORTANT INFORMATION ABOUT THESE TERMS AND CONDITIONS AND HOW THEY APPLY TO YOU

### If You are a Corporate Opt-Out Customer

If We have notified You that You are a Corporate Opt-Out Customer then some of these Terms and Conditions will apply differently as explained in the separate corporate opt-out notification provided to You. To enable You to identify the Conditions that apply differently to You and to allow You to compare Your terms with those that apply to retail and small business customers, the Conditions that apply to You which are different are shaded in grey, and the differences explained. The grey shading is for ease of reference only, and is not intended to form part of this Agreement. All Conditions that contain no shading apply to You as stated.

### If You are not a Corporate Opt-Out Customer

If We have not notified You that You are a Corporate Opt-Out Customer the sections contained in grey shaded areas do not apply to You and do not form part of Your Agreement with Us. If You have any queries in relation to the corporate opt-out, please contact Us

## Terms and Conditions

### 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 Corporate Card account with Us.

“**Agreement**” means the agreement between Us and You relating to the Account, including these Terms and Conditions.

“**Bank**”, “**We**”, “**Us**” or “**Our**” means Northern Bank Limited, whose head office is at Donegall Square West, Belfast BT1 6JS, 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. “**Business**”, “**Customer**”, “**You**” and “**Your**” mean the sole trader, partnership or other organisation which has entered into this Agreement with Us; where You comprise more than one person each of You will be liable both jointly and individually for the full amount owing at any time on the Account.

“**Business Expenditure**” means a Transaction by a representative of the Business acting on behalf of the Business.

“**Card**” means a MasterCard Corporate Classic Card, a MasterCard Corporate Classic Standard Card, a MasterCard Corporate Gold Card or a MasterCard Corporate Platinum Card (as applicable) which We provide at Your request for use by a Cardholder, and any replacement card.

“**Cardholder**” means for each Card the person to whom We issue that Card at Your request.

“**Cash Advance**” means any cash withdrawal or other cash advance or any transfer to another account at the Bank or any other financial institution or 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.

“**Corporate Opt-out Customer**” means You where You are not a consumer, a micro-enterprise or a charity with an annual income of less than £1,000,000 (one million pounds sterling). In summary, a micro-enterprise is an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed €2m (two million euro). Full details of the definition can be found in the Commission Recommendation 2003/361/EC;

“**Credit Limit**” means the maximum amount of credit allowed on Your Account.

“**Individual Card Limit**” means the maximum amount of credit which We will allow on an individual Card from time to time.

“**Limited Period Rate**” means any lower interest rate than that otherwise applicable to Your Account that We have granted You for a limited period as set out at Condition 3.3(b).

“**Merchant**” means a retailer, supplier or third party authorised to accept 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 a Cardholder from time to time.

“**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 a Cash Advance and any amounts which any Cardholder spends on goods or services using the Card or Card details.

“**Website**” means www.northernbank.co.uk.

“**Your Branch**” means the branch at which the Account is held. The address and contact details of Your Branch will be provided to You when You open Your Card Account, and will also be available either on Our Website or on request at any time.

### 2. Operations on Your Account

- 2.1 We will open an Account in Your name after Your Agreement has been signed and returned to Us. Only You will be entitled to request changes to Your Account and to ask for details of Your Account. At Your request at any time during the Agreement We will send to each Cardholder (a) a Card of the type You request for that Cardholder, and (b) a PIN. Cardholders must use the Card for Business Expenditure only.
- 2.2 We will charge to Your Account all Transactions and all other amounts You must pay under this Agreement. All Transactions will be charged to Your Account on the same day the relevant payment order is received by Us from MasterCard. All fees, service charges and default charges due under the Agreement will be charged to Your Account on the due date of the relevant payment, which will be made clear on Your Monthly Statement.
- 2.3 In order for Transactions to be made using the Card, a Cardholder's consent will be required. The consent required will vary according to the type of Transaction:
  - a) To withdraw cash via an ATM, the PIN will be required. To purchase an item face to face either the PIN or the Cardholder's signature will be required;
  - b) 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.
  - c) 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. It will normally take from 1 to 7 days for a Transaction to reach Your Account, although in some cases this may take longer.
  - d) If You or any Cardholder gives 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'. We can only refund a recurring transaction where the Merchant has agreed that We may do so.
  - e) Where You have given Your Card details to a Merchant (in the European Economic Area) and at the time You do not know the exact amount that will be debited from Your Account (for example, to hire a car or hotel room), You may apply for a refund from Us within eight weeks of the date the payment was taken from Your Account, if the amount exceeds what You would reasonably have expected in all the circumstances. 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. You will not be entitled to a refund under this Condition (e) where You provided consent directly to Us for that payment to be made and (if applicable) details of the amount of the payment had been provided or made available to You (for example, by way of a statement) for at least 4 weeks before the date it was due.

If You are a Corporate Opt-Out customer, the provisions of this Condition (e) will not apply to You, and You will not be eligible to apply to Us for a refund in such circumstances.

- f) To make any other type of Transaction using the Card, consent will be given where the Cardholder follows the instructions given 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.
- 2.5 You will be responsible for all indebtedness created by a Cardholder or any agent or other person acting on Your behalf and with Your consent as if that Card or PIN had been issued to and used by You. You will be responsible for all Transactions which any such person authorises, whatever the manner of such authorisation. You can at any time ask Us to cancel any 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.
- 2.6 We recommend that before any Cardholder travels abroad, the Cardholder contact Card Services by telephoning 0870 850 2489 to advise them that they may be using their Card outside the United Kingdom.
- 2.7 When writing a letter of cancellation to a Merchant, the Cardholder should remember to sign and date the letter, quote the full Card number and always keep a copy as evidence of cancellation. The Cardholder should ask for and obtain written acknowledgement from the Merchant that the payment authority has been cancelled. The Cardholder should also ensure that they give adequate notice of cancellation before a payment is due. If the Card number changes, for whatever reason, You must inform the Merchant of the new Card number.
- 2.8 The APR and Total Amount Payable detailed in Your Agreement are illustrative figures only calculated on the basis of the following assumptions, that:
- this Agreement remains in force and You and We fulfil our respective obligations under this Agreement;
  - You carry out an immediate single Transaction of the same value as Your Credit Limit;
  - the credit is provided for one year;
  - You repay the credit in twelve equal instalments together with the annual fee (if any) and interest charged at the Standard Rate (regardless of any Limited Period Rate that is granted to You);
  - the Standard Rate is the rate set out in this Agreement;
  - there is no variation to the Standard Rate or any charges applicable to this Agreement; and
  - You do not incur any charges (other than any annual fee (where applicable)).
- These assumptions do not reflect the manner in which this product operates. See condition 3.3.
- 2.9 You and every 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. We can change Your Credit Limit at any time and will let You know about any change.
- 3.2 If your Credit Limit is exceeded 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. We will reduce Your Credit Limit and any Individual Card 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 any Individual Card Limit, and We will consider this when We have made the appropriate checks.
- 3.3 You must make a minimum payment to Us each month of the full amount shown as due to Us in the monthly statement which We will

send You (unless no payment is due, in which case We will not send You a statement). You must pay any outstanding balance by the due date for payment shown in the statement. 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) must be paid immediately together with any fees, service charges and default charges due under the Agreement.

- 3.4 The interest rates for Transactions on Your Account are as follows:
- The following rate will apply on Transactions, subject to (b) and (c) below: 26.40% per annum (variable) (the "Standard Rate").
  - We may from time to time and for any period grant You a Limited Period Rate for Your Transactions, 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.
  - The interest rates under this Agreement are variable: We may change the interest rates in the circumstances set out in (b) above and We may vary the interest rates in accordance with Condition 4. The applicable rates will be shown in Your monthly statements.
- 3.5 Interest charges are calculated and applied as follows:
- 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 Your Account by the date mentioned on Your monthly statement then interest will be charged on the daily balance outstanding on Your Account from this date.
  - If You repay the whole balance on Your Account by close of business on the day mentioned in Your statement, 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 3.8 and 3.9).
  - Any interest due 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. We will not pay interest to You or make any allowance for any credit balance on Your Account.
  - Interest will be charged at the applicable rate under this Agreement before and after any court judgment.
- 3.6 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.
- 3.7 We will charge an annual fee in connection with each Card issued on Your Account. We will advise You of the amount of the fee that applies in each case. The amount of this fee may be varied from time to time in accordance with Condition 4.
- 3.8 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.

- 3.9 For Cash Advances, a cash advance fee of 2% (minimum £2) of the amount of the Cash Advance will be debited to Your Account. This will be in addition to any commission payable under Condition 3.8 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.
- 3.10 If You make a payment to Us in a currency other than sterling We will convert the amount to sterling at the 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.
- 3.11 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.
- 3.12 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 3.4(c).
- 4.2 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 4.3(a) to 4.3(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.
- 4.3 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, the cost to the Bank of providing services to its customers or Your business banking status with the Bank;
  - 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 (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 11.2 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 11.4.

- 4.4 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 11.2 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 11.4. 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.
- 4.5 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.
- 4.6 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.
- 4.7 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. The Card**

- 5.1 Each 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 You agree to ensure that Cardholders do not use the Card for any illegal purpose and that no use of the Card is prohibited (where applicable):
- a) by Your partnership agreement; or
  - b) by Your rules or constitution.
- 5.4 If a 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 that Cardholder. An emergency card or emergency cash can be requested by telephoning 0870 850 2482 (if outside the United Kingdom, please call + 44 2890 049202). 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 Cardholder comply with the terms of this Condition 6 and follow any reasonable instructions that We give about using the Cards and keeping them 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 (b) any Cardholder can change their 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 must at all times exercise care 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 0870 850 2482 (if outside the United Kingdom, please call + 44 2890 049202) 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® 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 or by a person who had the Card with a Cardholder's consent) after You have reported the loss, theft or misappropriation of the Card to Us in accordance with Condition 7.1 above. Subject to Conditions 7.3 and 7.4 below, We will bear the full losses in the following circumstances:
- a) 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;
  - b) unauthorised Transactions when We have had effective notification that a Card has been lost, stolen or that someone else knows or may know the PIN or Password;
  - c) if someone else uses Card details without the Cardholder's permission and the Card has not been lost or stolen;
  - d) 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 in such a way as to make the card number and security code unreadable 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. Monthly 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 If any statement includes an item which seems to be wrong, please notify Us as soon as possible.
- 8.3 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.

**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.
- 9.3 We will ensure that We correctly carry out all payments in relation to Your Account for which We are responsible. If We make a mistake, We will refund the Card Account without undue delay, and will restore the Account to the state which it would have been in had the mistake not been made. However, if We can prove that We carried out the payment correctly (on the basis of the instructions provided), then We will not be responsible for any loss.
- If You are a Corporate Opt-Out Customer, then any refund due under this Condition 9.3 will only be made when You have reasonably satisfied Us that We made a mistake in executing the payment. We are not liable for any loss You may suffer as a result of Our failure to transmit a payment correctly or on time. We reserve the right to charge You a fee for providing You with information if You want Us to trace a payment.
- 9.4 Subject to Condition 7, where a payment has been debited from Your Account without Your consent, We will immediately:
- (a) refund the amount of that payment; and
  - (b) where applicable, restore Your Account to the state it would have been in had that payment not been made.
- You are only entitled to a refund under this Condition 9.4 if You notify Us of the unauthorised payment by contacting Us without undue delay after becoming aware of it, and in any event no later than 13 months after the debit date (unless You have not received any information regarding the transaction (such as a Statement) from Us).
- If You are a Corporate Opt-Out Customer, any refund due under this Condition 9.4 will only be made when You have reasonably satisfied Us that You did not authorise the relevant payment. We are not liable for any loss which You may suffer as a result of Our failure to transmit the relevant payment order correctly or on time. We reserve the right to charge You a fee for providing You with information if You want Us to trace a payment.
- 9.5 We will not be responsible to You under Condition 9.3 where any failure on Our part was due to unavoidable, abnormal and unforeseen circumstances beyond Our control, or such failure arose as a result of applicable laws and regulations.

**10. Change of Address**

You must write and tell Us at once if You or any 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 monthly payments.

**11. Term and Termination**

- 11.1 This Agreement will continue in full force and effect until ended in accordance with the provisions of this Condition 11.
- 11.2 You may end this Agreement at any time without penalty by notifying Us in writing. Closure following such notice will only take effect when any outstanding transactions are completed. If this

Agreement is terminated, You must send Us all Cards, cut in half across the magnetic strip and the chip.

#### 11.3 We may end this Agreement if:

- a) We give You at least two months' written notice; or
- b) You become bankrupt or insolvent, You or any 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.

11.4 If We end this Agreement for any of the reasons set out in Condition 11.3(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.

11.5 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.

#### 12. Agreement not Secured

No mortgage charge or other security which We hold will apply to Your Account or this Agreement.

#### 13. 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.

#### 14. When the Agreement becomes binding

This Agreement will only become binding when it is validly signed by You and by Us.

#### 15. Transfer of rights under the Agreement

- 15.1 You may not transfer Your rights or obligations under this Agreement.
- 15.2 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.
- 15.3 We may disclose to anyone to whom We transfer Our rights or obligations any information that We hold about You and any Cardholder and the conduct of the Account.

#### 16. Breaking the Agreement and Default Charges

- 16.1 If You or a 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 or any of 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.
- 16.2 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.
- 16.3 If You or a Cardholder break this Agreement during any period when a 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.

#### 17. Refusal of Transactions and Blocking the Card

- 17.1 We may refuse to carry out any Transaction on Your Account where any of these Terms and Conditions have not been complied with, or where it would be unlawful for Us to do so.
- 17.2 We may also stop or block the use of a Card entirely where We reasonably believe that:
- a) The security of the Card or Your Account may have been breached;
  - b) There may have been an unauthorised or fraudulent transaction on the Card or on Your Account;
  - c) There is a significantly increased risk that You may be unable to pay Us what You owe Us; or
  - d) By carrying out the Transaction, We may break a law, a regulation, a code of conduct or other duty.
- 17.3 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.
- 17.4 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. General points

- 18.1 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.
- 18.2 Northern Bank is authorised and regulated by the Financial Services Authority ("FSA") (reference number 122261). We comply with the FSA's requirements to pay due regard to customers' interests and to treat customers fairly. Our registration can be viewed at [www.fsa.gov.uk/Pages/register/](http://www.fsa.gov.uk/Pages/register/).
- 18.3 Credit facilities other than regulated mortgages are not regulated by the FSA. The Consumer Credit Act 1974 requires most businesses that offer credit or lend money to consumers to be licensed by the OFT. The Office of Fair Trading is the regulating authority of consumer credit agreements and can be contacted at Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.
- 18.4 We subscribe to the Lending Code which sets minimum standards of good practice in the UK. Copies of the Lending Code are available from a link on Our Website.
- 18.5 These Terms and Conditions are written and available only in English and We undertake to communicate with You in English.
- 18.6 Copies of these Terms and Conditions may be accessed and viewed via Our Website and can be printed out by clicking on the PRINT button on the appropriate page on Our Website. Alternatively, You can obtain a copy at any time from any Branch.
- 18.7 **Putting things right for You**  
If You are not happy with any part of Our service, please ask Your branch for a copy of Our leaflet 'Putting Things Right for You' or visit Our website. We aim to deal with complaints in a way Our customers are satisfied with. If You have followed Our published complaint procedures and You disagree with the final response We have given, You can refer the matter to the Financial Ombudsman Service. Details are available from Us or from [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

If You are a Corporate Opt-Out Customer You will not be able to complain to the Financial Ombudsman Service. Further details are available in Our leaflet 'Putting Things Right for You'.

You will also be able to contact the Financial Services Authority (FSA) if You think that We have broken the Payment Services Regulations 2009.

The FSA will use this information to inform its regulatory activities.

18.8 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 authority Trading Standards Department or Citizens Advice Bureau.

18.9 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.

18.10 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.

#### 19. Notices and communication

19.1 Notices and other communications between You and Us in relation to this Agreement should be given in writing unless:

- a) otherwise agreed between Us; or
- b) the Bank otherwise determines.

19.2 Any notices and other communications from You can be given to Us in writing by post to its registered address.

19.3 The date of receipt of a notice given by You to the Bank is deemed to be received on the date of actual receipt by the Bank and is deemed to take effect from 5pm on the Business Day following the date of actual receipt.

#### 20. Governing Law

- 20.1 (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 Your address is, 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 Your address is, 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.

## WHERE YOUR AGREEMENT IS NOT REGULATED BY THE CONSUMER CREDIT ACT 1974 ("CCA")

The following variations will apply to the Northern Bank MasterCard Corporate Card terms and conditions where Your Agreement is not regulated by the CCA:

### Definitions:

In the definition of "Business", "Customer" and "You" in Condition 1, the definition of "Customer", "You" and "Your" is extended to include a company that has entered into this Agreement with Us, in addition to a sole trader, partnership or other organisation.

### Condition 2 - Operations on Your Account

Condition 2.8 does not apply to Your Agreement.

If you are not a Corporate Opt-Out Customer, insert the following Condition 2.10:

- 2.10 The maximum execution times for payment services to be provided are as follows:
- When You make a payment into Your Account We will value date and make available the payment as soon as We receive it and no later than the close of business on the date of receipt, provided that We have received with the payment the sort code and Account number for Your Card and the payment is received on a business day. If You make a payment into Your Account by means of cash or other uncleared funds then we will value date and make the payment available once the cheque has cleared. Different times might apply to Our eBanking, Business eBanking or 24 Hour Telephone Banking Services. Details are available on the help pages or user guide for those Services.
  - When You make a payment out of Your Account We will debit Your Account on the Business Day that We receive the request to make the payment. We will value date the payment in accordance with Condition 3.

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

Unless You are a Corporate Opt-Out Customer, Conditions 4.2, 4.3 and 4.4 shall be substituted with the conditions below:

- 4.2 We may alter these Terms and Conditions at any time having given You two calendar months' written notice of any changes. We may communicate such changes by sending a summary of the proposed changes to You. This summary will contain a reference to Our Website, where We will provide detailed information relating to the changes and/or revised terms and conditions. However, if You so request, We will send You hard copies of the detailed information and/or a copy of the revised terms and conditions. In the event of any change in applicable law or regulation, or in other circumstances outside Our control, We may give a shorter period of notice as We consider, on reasonable grounds, to be justified.
- 4.3 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 end this Agreement and close Your Account immediately and without charge.
- 4.4 All changes in relation to the applicable interest rates will be communicated to You in accordance with Condition 4.2. If We have made a major change or a lot of minor changes in any one year, We will provide You with a copy of the new terms and conditions or a summary of the changes.

If You are a Corporate Opt-Out Customer this substitution does not apply.

### Condition 7 - Loss or Misuse of Card

Condition 7.2 shall be substituted with the condition below:

- 7.2 Liability for Loss or Misuse of Card
- Unless Condition 7.2(b) applies, where any of Your personal Account details or other items allowing access to Your Account (such as Your Card or Account passwords) have been lost or stolen or otherwise liable to misuse, You will have to pay a maximum of £50 for any losses in respect of unauthorised payments arising as a result.
  - You will have to pay ALL losses incurred where:
    - You are a Corporate Opt-Out Customer;
    - You have acted fraudulently;
    - You have (with intent or gross negligence) failed to notify Us without undue delay in accordance with Condition 7.1; or
    - You have (with intent or gross negligence) not acted in accordance with the provisions of these Terms and Conditions.

Condition 7.3 shall be substituted with the condition below:

- 7.3 Except where You have acted fraudulently or You are a Corporate Opt-Out Customer, You will not be liable for any losses incurred in respect of an unauthorised payment out of Your Account:
- that was made after You have notified Us in accordance with Condition 7.1;
  - where We have failed to provide an appropriate way for You to notify Us in accordance with Condition 7.1; or
  - where the transaction was in respect of a purchase of goods or services at a distance (which is where the goods or services have been sold exclusively by means of the internet, the telephone, or similar sales methods where You are not face to face with the seller or anybody acting on the seller's behalf), except where such payments have been made in relation to:
    - an interest in land (except for renting);
    - the provision of financial services;
    - services or products purchased by way of an automated vending machine;
    - services or products purchased from a telecommunications operator through the use of a public pay-phone; or
    - services or products purchased at auction.

### Condition 11 - Term and Termination

Unless You are a Corporate Opt-Out Customer, Condition 11.3 shall be substituted with the condition below:

We can terminate this Agreement by giving You at least two calendar months' notice. Any fees or charges applicable to the Account will be apportioned up to the date the Account is closed and applied to the Account on a pro rata basis.

If You are a Corporate Opt-Out Customer this substitution does not apply.

### Other Conditions

Other than these variations, the Terms and Conditions are the same.

## 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 [www.northernbank.co.uk](http://www.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.



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.

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