

# **First Active Personal Offset Banking Terms and Conditions**



**First Active**

# First Active Personal Offset Banking Terms and Conditions

## Part A - First Active Personal Offset Banking Terms and Conditions

### 1 How these terms and conditions work

- (a) This Booklet which is called **"First Active Personal Offset Banking Terms and Conditions Booklet"** consists of three parts which together provide the details of the terms and conditions applying to the First Active Offset Banking Service. The parts are:-

**Part A** – This Part contains specific terms and conditions which apply to the Offset Arrangement;

**Part B** – This Part contains the specific terms and conditions for the current account(s) and savings account(s) which are eligible for inclusion in an Offset Arrangement;

**Part C** – This Part contains the specific terms and conditions for the Offset Flexible Mortgage which is provided by us.

- (b) The terms and conditions set out in this Part A will apply once you have opened an Offset Arrangement. You should read this Part A carefully as well as any of the other Parts that relate to a product you have or wish to have included in your Offset Arrangement. The terms and conditions in this Part A, the terms and conditions in Part B which apply to eligible current accounts and savings accounts (if you have one of those in your Offset Arrangement) and the terms and conditions in Part C which apply to the Offset Flexible Mortgage (if you have one in your Offset Arrangement) will form the contract which will apply to your Offset Arrangement and any Accounts you have within that Offset Arrangement (as well as any other conditions relating to those Accounts). If there are any inconsistencies between the terms and conditions referred to in another Part of this Booklet and the terms and conditions in this Part A, the terms and conditions in this Part A will apply. Please keep this Booklet for future reference. When you sign the Offset Arrangement Form, you accept all the terms and conditions in Part A of this Booklet and the terms and conditions in the other Parts of this Booklet which apply to Accounts you have in your Offset Arrangement.

### 2 Definitions

The following terms shall have the following meaning, unless defined otherwise or stated otherwise:

**"Accounts"** in this Part A means the accounts that are linked in your Offset Arrangement from time to time including the Offset Flexible Mortgage and any eligible current accounts and savings accounts and any one an **"Account"**;

**"Condition"** in this Part A means a condition of this Part A;

**"Group"** means The Royal Bank of Scotland group of companies;

**"Interest Period"** means the time between each application of interest as determined in accordance with Condition 5(d)(v) of this Part A;

**"Monthly Payments"** is as defined in Part C of this Booklet;

**"Offset Arrangement"** means the way in which your Accounts are linked and the way in which we calculate and apply interest on such linked Accounts. When we refer to the **"Offset Interest Calculation"** we mean the way in which we link Accounts and calculate and apply interest under Condition 5;

**"Offset Arrangement Form"** means the arrangement form issued by us for you to sign in order to open an Offset Arrangement or to include another person in the Offset Arrangement;

**"Stores"** means our Mortgage and Investment Stores;

**"We"** **"us"** or **"our"** means First Active plc;

**"working day"** or **"working weekday"** in Parts A, B and C means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Ireland;

**"You"** **"your"** in this Part A means the person who has opened the Offset Arrangement and in whose name the Offset Arrangement is opened which includes your personal representatives, executors, successors and permitted assigns. If the Offset Arrangement is in joint names it means both persons jointly and severally.

### 3 Who can have an Offset Arrangement?

- (a) The Offset Arrangement is only available to you if you are entering into the Offset Arrangement for your personal purposes. For the avoidance of doubt, you are not permitted to use the Offset Arrangement for any trade, profession or business purposes. You can only have one Offset Arrangement.
- (b) You must be over the age of 18. Some products which may be held in an Offset Arrangement or some services or benefits available with a product which may be held in an Offset Arrangement may have a higher age limit or be subject to status checks. If this is the case it will be detailed in the terms and conditions set out in the other Parts of this Booklet.
- (c) Your Offset Arrangement and any Accounts in it must all be in the same name and in the same capacity. You can have an Offset Arrangement in joint names (up to a maximum of two persons) but your Offset Arrangement and any Accounts in it must all be in the same joint names.

- (d) If your Offset Arrangement is in joint names we may (unless otherwise instructed) accept instructions about your Offset Arrangement (including adding or removing accounts from your Offset Arrangement) from either one or the survivor of you. We may request written confirmation before acting on such instructions. Both of you are responsible separately as well as together for complying with all the terms and conditions in this Part A and the terms and conditions in the other Parts of this Booklet which apply to Accounts in your Offset Arrangement.
- (e) The way you can give us instructions about the individual Accounts in your Offset Arrangement is explained in the terms and conditions set out in the Part of this Booklet relevant to each Account.
- (f) If your Offset Arrangement is in joint names we may (unless otherwise instructed) accept instructions to set up, or change the balance limits on, Money Manager under Condition 6 from either one or the survivor of you, even where this may relate to an Account that could otherwise only be operated by two or more persons. We may request written confirmation before acting on such instructions. You will each be responsible for all transactions carried out and for the repayment of any borrowing, obligations or liabilities which arise on your Accounts so that the act or default of any one of you shall be deemed to be the act or default of both of you.

#### **4 What products can be included in an Offset Arrangement?**

- (a) Within an Offset Arrangement, you can have one Offset Flexible Mortgage from Part C of this Booklet, one eligible current account product from Part B of this Booklet and up to a maximum of three savings accounts from Part B of this Booklet. We may from time to time allow further products to be included in an Offset Arrangement. If we do so we will notify you of the alteration in accordance with Condition 10. From time to time, certain of our products may cease to be eligible for inclusion in an Offset Arrangement and may be withdrawn from an Offset Arrangement. If we do so we will notify you of the alteration in accordance with Condition 10.
- (b) You only need to have or open one of the Accounts referred to in Condition 4(a) and complete the Offset Arrangement Form to open an Offset Arrangement and include that Account in the Offset Arrangement. In this Part A, we call that Account an Offset Account, for example, your Offset current account.

#### **5 How your Offset Arrangement works**

##### **(a) What is included in the Offset Interest Calculation?**

The cleared credit balance at the end of each day on any Offset current account and/or any Offset savings account(s) and the cleared debit balance on your Offset Flexible Mortgage (if you have one in your Offset Arrangement) will be included in the Offset Interest Calculation.

##### **(b) What is not included in the Offset Interest Calculation?**

- (i) If your Offset current account and/or any Offset savings account(s) is overdrawn (even if that is a permitted arrangement) you will be charged interest separately on the amount overdrawn at the overdraft interest rate for that Account. This means that if, for example, you have an interest free overdraft, it will continue in accordance with its terms. Amounts overdrawn are not included in the Offset Interest Calculation.
- (ii) If, for any reason, there is a credit balance on your Offset Flexible Mortgage (if you have one in your Offset Arrangement) that credit balance will not be included in the Offset Interest Calculation.

##### **(c) How we look at Accounts for the Offset Interest Calculation**

- (i) At the end of each day, we look at the cleared debit balance on your Offset Flexible Mortgage (if you have one in your Offset Arrangement).
- (ii) Separately, at the end of each day, we look at all the cleared credit balances on any Offset current account and/or any Offset savings account(s) and add these together by taking first, the balance on the Offset Account which has the lowest interest rate and then in order of lowest to highest interest rate until we take, into the calculation, the balance on the Offset Account which has the highest interest rate.
- (iii) Some of the Accounts in your Offset Arrangement may have the same rate of interest. If that is the case, we will take them in this order:
  - (A) by taking first the Account which was included in your Offset Arrangement on the earliest date and if there are Accounts with the same dates then;
  - (B) by taking those Accounts in numerical order with the lowest Account number first.

##### **(d) Calculating and applying interest**

- (i) We then compare the amount of the cleared debit balance on your Offset Flexible Mortgage (if you have one in your Offset Arrangement) to the amount of the cleared credit balances on any Offset current account and/or any Offset savings account(s).

Example 1:	Cleared Debit balance on Mortgage Account:	€ 250,000
	Cleared Balance in Facility Account:	€ 1,000
	Cleared Credit balance in Offset Savings Account:	€ 4,000
	Interest Rate:	4.40%
	Offset Flexible Mortgage term:	20 years

	<b>Before Offsetting</b>	<b>After Offsetting</b>
<b>Interest Payable on</b>	€ 250,000	€245,000
<b>Total interest due month 1</b>	€ 916.67	€898.33

- (ii) If the amount of the cleared debit balance on your Offset Flexible Mortgage is greater than the combined cleared credit balances on any Offset current account and/or any Offset savings account(s) you will be charged interest only on the excess at the interest rate which applies to your Offset Flexible Mortgage – see Part C of this Booklet. In this situation, you will not be entitled to any interest on any Offset current account and/or any Offset savings account(s).
- (iii) If the amount of the combined cleared credit balances on any Offset current account and/or any Offset savings account(s) is greater than the cleared debit balance on your Offset Flexible Mortgage we will be due to pay you interest on the excess only, at the interest rate(s) which applies to each Account which makes up that excess. In the case of any Offset savings account(s) interest will be calculated in accordance with Condition 5(g). In this situation, you will not be charged interest on your Offset Flexible Mortgage if you have one in your Offset Arrangement.
- (iv) Interest is calculated on a daily basis.
- (v) Interest will be applied to the relevant Offset Account(s) on the same date in each calendar month. That date will be fixed at the time you open your Offset Arrangement. If in any Interest Period the date on which interest is to be applied is not a working day or there is no such date in that month then interest will be applied on the next working day.
- (vi) At the end of each Interest Period, we add together the daily amounts of interest on each of the Accounts in your Offset Arrangement and apply those amounts of interest to the relevant Account(s) in your Offset Arrangement.
- (vii) Being in an Offset Arrangement does not reduce the amount of Monthly Payments you are due to pay under your Offset Flexible Mortgage (if you have one in your Offset Arrangement).
- (viii) Interest we are due to pay you on any Account(s) in your Offset Arrangement will be paid after deduction of tax unless you have supplied to us the necessary information establishing your right to payment of interest without deduction.
- (ix) The way we calculate, apply interest and set interest periods on Accounts in your Offset Arrangement under this Part A replaces any other method or condition for calculating, applying interest and setting interest periods while the Account remains in your Offset Arrangement.
- (x) If you are overdrawn on any Offset current account and/or any Offset savings account(s) during the Interest Period, overdraft interest will be calculated and applied in accordance with the applicable terms and conditions for overdraft interest set out in Part B of this Booklet or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation.

Example 2:	Cleared Debit balance on Mortgage Account:	€250,000
	Cleared Balance in Facility Account:	(-€500)
	Cleared Credit balance in Offset Savings Account:	€4,000
	Interest Rate:	4.40%
	Offset Flexible Mortgage term:	20 years
	<b>Before Offsetting</b>	<b>After Offsetting</b>
<b>Interest Payable on</b>	€250,000	€246,000
<b>Total interest due month 1</b>	€916.67	€902.00

- (xi) Interest rates for Accounts in an Offset Arrangement are available from any of our Stores.

**(e) If you have an Offset Flexible Mortgage and no other Accounts in credit in your Offset Arrangement**

If you have an Offset Flexible Mortgage and no other Accounts in credit in your Offset Arrangement you will be charged interest on the full outstanding balance on your Offset Flexible Mortgage at the interest rate applicable to it from time to time - see Part C of this Booklet.

**(f) If you have an Offset current account and no Offset Flexible Mortgage in your Offset Arrangement**

If you have an Offset current account in credit and no Offset Flexible Mortgage we will pay you interest at the interest rate applicable to credit balances on Offset current accounts from time to time as you will have no debit balance on an Offset Flexible Mortgage to use in offsetting – see Part B of this Booklet.

**(g) If you have an Offset savings account(s) and no Offset Flexible Mortgage in your Offset Arrangement**

- (i) If you have one Offset savings account in credit and no Offset Flexible Mortgage in your Offset Arrangement we will pay you interest at the interest rate applicable to credit balances on the relevant Offset savings account from time to time – see Part B of this Booklet.
- (ii) If you have more than one Offset savings account in credit and no Offset Flexible Mortgage then we will add together the cleared credit balances on these Offset savings account(s) to work out the relevant interest rate. That interest rate will apply to the balance on each of the Offset savings accounts in your Offset Arrangement which are due to earn interest – see Part B of this Booklet.

**When we talk about cleared debit balances and cleared credit balances you must remember that money can clear in different ways**

**depending on how money is transferred or paid into your Accounts. How money is cleared on each of the Accounts in your Offset Arrangement is explained in the terms and conditions set out in the Part of this Booklet relevant to each Account.**

## **6 Money Manager**

Money Manager is an optional service which in accordance with your instructions will automatically transfer funds from a chosen Offset savings account to an Offset current account on a daily basis and, if required, in reverse on a monthly basis.

### **(a) Definitions**

In this Condition 6 some words and terms are used to mean a specific thing. This is what they mean when they are used:

**Excess** "means the combined balance in your Offset current account and Offset savings account(s) less the balance owing on the Offset Flexible Mortgage;

**"Money Manager Maximum Balance"** means the maximum balance of your Offset current account which you determine as same may be amended by you. If funds exceed this balance they will be transferred to your Money Manager Offset savings account on a monthly basis;

**"Money Manager Minimum Balance"** means the minimum balance on your Offset current account which you determine as same may be amended by you which must be maintained at all times;

**"Money Manager Target Balance"** means the balance on your Offset current account which you determine as same may be amended by you up to. Funds may be transferred from your Money Manager Offset savings account on a daily basis to meet this;

**"Money Manager Offset savings account"** means your Offset savings account which has been set up with Money Manager. You can only use Money Manager with one Offset savings account.

### **(b) When can you use Money Manager?**

If you have an Offset current account and one or more Offset savings account(s) held under the same sort code, you can instruct us to authorise Money Manager on one of those Offset savings accounts. Once we have set up Money Manager for you, you agree that the following conditions in Condition 6 will apply.

### **(c) Transferring funds from your Money Manager Offset savings account to your Offset current account**

- (i) At the end of every day, before we perform the Offset Interest Calculation under Condition 5, Money Manager will look at the balance on your Offset current account and if that balance is less than or equal to the Money Manager Minimum Balance, Money Manager will transfer money overnight from your Money Manager Offset savings account to increase the balance on your Offset current account to the Money Manager Target Balance. We need only do this if there is enough money in your Money Manager Offset savings account.
- (ii) If there is not enough money in your Money Manager Offset savings account to increase the balance on your Offset current account to the Money Manager Target Balance all the money in your Money Manager Offset savings account will be transferred to your Offset current account even if this means the Money Manager Target Balance is not reached.
- (iii) Where (i) you have an Excess; and (ii) you are able to earn interest on the Excess; and (iii) we transfer money from your Money Manager Offset savings account to your Offset current account for Money Manager, you will not earn interest on the amount transferred once it is transferred.

### **(d) Transferring funds from your Offset current account to your Money Manager Offset savings account**

Once a month, before we perform the Offset Interest Calculation under Condition 5, Money Manager will look at the balance on your Offset current account. If, at that time, the balance on your Offset current account exceeds the Money Manager Maximum Balance, Money Manager will transfer the excess overnight to your Money Manager Offset savings account. When you set up Money Manager we will agree with you the day in each calendar month when Money Manager will perform this transfer (although if in any month the agreed day is not a working day, the transfer will take place at the end of the next working day).

### **(e) Changing Money Manager or closing it**

- (i) If you want to make changes to Money Manager, for example, to the level of any of your Money Manager balance limits or to change your Money Manager savings account or the date for transferring money or close it, you can ask us to do so.
- (ii) We will not be responsible if, by using Money Manager, any Account goes into overdraft (whether that is a permitted arrangement or not) or standing orders or other debits or credit payments cannot be made from it or into it.
- (iii) You can only set Money Manager balance limits within the arranged limits on Accounts in your Offset Arrangement which are set up with Money Manager. If your arranged limits change (for example, your arranged overdraft limit reduces) we will be entitled, at our discretion, to amend your Money Manager balance limits to a level we consider appropriate so that they fall within your arranged limits on these Accounts.

## **7 Notices, Statements and Offset Summary**

- (a) We will send notices or other correspondence to you at the address which you have given us. Notices and correspondence from us will be effective five days after we have posted them, or if we deliver them, when delivered.
- (b) You will receive statements for the Accounts in your Offset Arrangement in accordance with the standard statement issue terms for each Account – see the relevant Parts of this Booklet. In addition, we will also send you, from time to time but at least once a year, an offset summary, which is a reminder of the Accounts included in your Offset Arrangement. If you have set up Money Manager, the offset summary will show your current Money Manager Maximum, Minimum and Target Balances.
- (c) Where you have an Offset Arrangement in joint names, we will address your offset summary to both of you but we will only send one summary.

## **8 Changing your Offset Arrangement**

### **(a) Adding an account to your Offset Arrangement**

Subject to Condition 4(a) above, you can add a product to your Offset Arrangement. You will need to open an account for that product (if you have not done so already). That account will be included in your Offset Arrangement from the date we agree with you. Up to the date of its inclusion in your Offset Arrangement any interest payable (either by you or by us) on that account (if it is already open and in credit) will be calculated in accordance with the terms and conditions which apply to it and will be applied on the date of its inclusion in your Offset Arrangement. From the date of its inclusion in your Offset Arrangement any interest payable (either by you or by us) on that account will be calculated and applied in accordance with Condition 5. If that account is overdrawn at the time of inclusion in the Offset Arrangement, overdraft interest will be calculated and applied to it on the basis of the terms and conditions set out in the Part of this Booklet relevant to that account or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation under Condition 5.

### **(b) Removing an Account from your Offset Arrangement**

(i) You can ask us to remove your Offset current account and/or any Offset savings account(s) from your Offset Arrangement. Once such an Account is removed from your Offset Arrangement, it will operate on the basis of the terms and conditions set out in Part B of this Booklet and the terms and conditions set out in this Part A will no longer apply to it. This means that if you have more than one Offset savings account and you remove them from your Offset Arrangement, you can retain these Accounts outside your Offset Arrangement from the date of removal but the relevant interest rate which will apply to each such removed Account will be based on the individual account balance and not the aggregate balance of the savings account(s). If the Offset current account and/or Offset savings account(s) being removed has been in credit in the Interest Period prior to removal, we will calculate any interest which we are due to pay you on that Account up to the date of its removal from the Offset Arrangement in accordance with Condition 5 for the days the Account was in credit and we will apply that interest to the Account before removing it. If an Offset current account and/or any Offset savings account(s) has been overdrawn during the Interest Period prior to removal, overdraft interest will be calculated and applied on the basis of the terms and conditions set out in Part B of this Booklet or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation under Condition 5.

(ii) If you wish to remove your Offset Flexible Mortgage from an Offset Arrangement you will need to close your Offset Flexible Mortgage – see Condition 8(c)(ii) below.

### **(c) When you can close an Account which is in your Offset Arrangement**

(i) If you wish to close your Offset current account and/or an Offset savings account(s) in your Offset Arrangement you can do so in accordance with the procedure for closing that Account in the terms and conditions set out in Part B of this Booklet. If you close an Account in this way it will automatically be removed from your Offset Arrangement. If the Account has been in credit in the Interest Period prior to closure, we will calculate any interest which we are due to pay you on that Account up to the date of its closure in accordance with Condition 5 for the days the Account was in credit and we will apply that interest to the Account before closing it. If an Offset current account and/or any Offset savings account(s) has been overdrawn in the Interest Period prior to closure, overdraft interest will be calculated and applied on the basis of the terms and conditions set out in Part B of this Booklet or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation under Condition 5.

(ii) If you wish to close your Offset Flexible Mortgage you will need to repay your Offset Flexible Mortgage in accordance with the terms and conditions set out in Part C of this Booklet or speak to us about moving to another mortgage.

### **(d) When we can close or remove Accounts from your Offset Arrangement**

(i) If you have not complied with the terms and conditions set out in Part A and Part B of this Booklet or are required to make early repayment of any amount you owe us on any current and/or savings account(s) in your Offset Arrangement, we may remove that Account from your Offset Arrangement. We will give you notice in advance in accordance with the notices provisions set out in Condition 7. We will tell you the date of removal. Once such an Account is removed from your Offset Arrangement, it will operate on the basis of the terms and conditions set out in Part B of this Booklet and the terms and conditions set out in this Part A will no longer apply to it. We will still be able to deal with such Accounts removed (for example, to recover non-payment of sums due) on the basis of the terms and conditions set out in Part B of this Booklet. We will calculate any interest which you are due to pay us or we are due to pay you on such an Account removed up to the date of its removal from the Offset Arrangement in accordance with Condition 5 and we will apply that interest to the Account before removing it. If an Offset current account and/or any Offset savings account(s) has been overdrawn, overdraft interest will be calculated and applied on the basis of the terms and conditions set out in Part B of this Booklet or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation under Condition 5.



- (ii) From time to time, we may decide in our absolute discretion that a particular product or Account is no longer eligible for inclusion in an Offset Arrangement. If we do so, we will write to give you 30 days prior notice of its removal from your Offset Arrangement and the date of the change. If we are entitled to close an Account included in your Offset Arrangement, we will follow the procedure for doing that in the terms and conditions set out in the Part of this Booklet relevant to that Account. We will calculate any interest which you are due to pay us or we are due to pay you on the Account up to the date of its removal or closure in accordance with Condition 5 and we will apply that interest to the Account before removing or closing it. If an Offset current account and/or any Offset savings account(s) has been overdrawn, overdraft interest will be calculated and applied on the basis of the terms and conditions set out in Part B of this Booklet or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation under Condition 5.
- (iii) We may only close or remove the Offset Flexible Mortgage from the Offset Arrangement when it is deemed repayable or when the product is no longer available and we need to move you to a different mortgage product – see Part C of this Booklet.
- (iv) We will confirm in writing the removal or closure of any Account(s) in your Offset Arrangement.

## **9 Closing your Offset Arrangement**

- (a) If you wish to close your Offset Arrangement you need to either close your Account(s) or remove them from the Offset Arrangement – see Conditions 8(b) and 8(c) above. Once your Offset Arrangement is closed, the terms and conditions set out in this Part A will cease to apply to any Account(s).
- (b) You cannot close your Offset Arrangement if you have an Offset Flexible Mortgage in it unless you close your Offset Flexible Mortgage - see Condition 8(c)(ii) above.
- (c) Where you have no Accounts in your Offset Arrangement we may close your Offset Arrangement.
- (d) If you do not have an Offset Flexible Mortgage and we are entitled to close your Offset Arrangement, we will give you 30 days prior written notice specifying the period of time within which you are required to comply with this request. If, at the end of that period, you have not closed your Offset Arrangement, we will be entitled to refuse to accept any more payments into any Account in your Offset Arrangement (except such payments as are necessary to repay any debt and outstanding interest and charges on the Account) and may return any existing balances to you or make other arrangements as appropriate. From the date of closure of your Offset Arrangement the terms and conditions in this Part A will cease to apply to the Accounts which were in it and such Accounts will operate on the basis of the terms and conditions set out in the Part of this Booklet relevant to each such Account. We will calculate any interest which you are due to pay us or we are due to pay you on each Account up to the date of closure of your Offset Arrangement in accordance with Condition 5 and we will apply that interest to the Account before closing your Offset Arrangement. If an Offset current account and/or any Offset savings account(s) has been overdrawn, overdraft interest will be calculated and applied on the basis of the terms and conditions set out in Part B of this Booklet or in accordance with any separate arrangement we have agreed with you for the overdraft. Amounts overdrawn are not included in the Offset Interest Calculation under Condition 5.
- (e) We will confirm in writing the closure of your Offset Arrangement.

## **10 When we can make changes to the Offset terms and conditions**

- (a) We may alter any of the terms and conditions in this Part A for the reasons set out below on giving you at least 30 days prior written notice. This notice will contain the date on which the alteration takes effect. Should you not wish to have your Offset Arrangement and any of your Accounts in the Offset Arrangement governed by the proposed alteration you are free to close your Offset Arrangement following the procedure outlined in Condition 9 above.
- (b) The reasons for which we may alter these terms and conditions in this Part A include, without limitation:
  - (i) to introduce new features, new services or new products to the Accounts or to the Offset Arrangement;
  - (ii) to remove existing features, existing services or existing products from the Accounts or from the Offset Arrangement;
  - (iii) to replace existing features, existing services or existing products of the Accounts or the Offset Arrangement with new features, new services or new products;
  - (v) to amend the agreement whether substantially or significantly or in a minor way to:
    - (A) reflect changes in market conditions;
    - (B) reflect changes in good banking practice;
    - (C) comply with any changes in applicable law or with the requirements or recommendations of the Irish Financial Services Regulatory Authority or similar body, or with the decision of a court of law or an ombudsman;
    - (D) to reflect any enhancements made to our computer systems; or
    - (E) for any other valid reason.
- (c) Where three or more changes occur within a twelve month period, a revised set of the terms and conditions contained in this Part A will be sent to you highlighting the relevant changes. The terms and conditions set out in Parts B and C of this Booklet can be altered in accordance with the condition which deals with their alteration in each of those Parts.

## 11 Your Personal Data

This Condition 11 applies to Parts A, B and C while you have an Offset Arrangement open.

### **Your Information**

#### (a) **Who we are**

We are a member of the Royal Bank of Scotland Group (the Group). For information about our Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 1890 252301 (DMC Offset Customer Services) and 1800 924615 (DMC textphone).

#### (b) **Your electronic information**

If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

#### (c) **How we use your information and who we share it with**

(i) We may use and share your information with other members of the Group to help us and them:

- (A) assess financial and insurance risks;
- (B) recover debt;
- (C) develop customer relationships, services and systems;
- (D) prevent and detect crime;
- (E) make credit related decisions about you whether concerning this product or a future financial product with us (such credit related decisions may be made solely by means of automatic processing);
- (F) (if you have consented) to link information between your Accounts and other products and services you hold with us or may hold with us and with others with whom you have financial link whether for marketing purposes or otherwise;
- (G) develop behavioural credit scoring models/techniques for the purposes of credit limit and risk management.

(ii) Your information includes information about your transactions.

(iii) We do not disclose your information to anyone outside the Group except:

- (A) where we have your permission; or
- (B) where we are required or permitted to do so by law; or
- (C) to other companies who provide a service to us or you; or
- (D) where we may transfer rights and obligations under this agreement.

(iv) In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including countries outside the European Economic Area. If we do this we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

(v) From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

(vi) If you would like a copy of the information we hold about you, please contact a Store who will be able to arrange to provide you with an application form. A fee may be payable.

(vii) If you wish to update your information, please contact your Store.

#### (d) **Credit reference and fraud prevention agencies**

(i) A link between you and anyone with whom you have a joint Account or similar financial association will be recorded at credit reference agencies, creating a 'financial association'. All parties' information will be taken into account in future applications until one of you successfully files a 'notice of disassociation' at the credit reference agencies.

(ii) We may make periodic searches of and provide information (including how you manage your Account(s) and any arrears) to, credit reference agencies, fraud prevention agencies and the Group to manage and take decisions about your Account(s). Such information may be used by other credit providers to take decisions about you and your financial associates.

(iii) We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact your Store. The agencies may charge a fee.

(iv) First Active plc is registered with the Office of the Data Protection Commissioner. See [www.dataprivacy.ie](http://www.dataprivacy.ie) for a copy of our registration.

(v) Information is correct at time of going to print.

#### (e) **Recording telephone calls**

We may monitor and record phone calls to or from us. We may do this to check any instructions you give us over the phone and to help train our staff. We will inform you at the start of the call if the call is being recorded.



## **12 Charges**

- (a) The charges affecting your Offset Arrangement and any Account(s) in your Offset Arrangement are described in our Tariff of Charges leaflet which is available from our Stores on request.
- (b) The charges may be revised from time to time and we will notify you of such changes in accordance with Condition 10.

## **13 Governing Law and Jurisdiction**

The terms and conditions in this Part A are governed by the laws of Ireland and both you and us submit to the jurisdiction of the courts of Ireland to settle any dispute we may have in relation to this Part, our agreement, the Offset Arrangement and any Account(s). The terms and conditions set out in the other Parts of this Booklet are governed in accordance with the relevant governing law condition as set out in each relevant Part.

## **14 Other rights we have**

- (a) We will be entitled to set-off any money you owe us under any Account in your Offset Arrangement (if you are due to pay it and you do not do so) against any money we owe you under any Account in your Offset Arrangement and we will only be required to pay you the balance.
- (b) If we do not enforce any condition, or we delay in enforcing the condition, this will not prevent us from enforcing the condition at a later date.

## **15 Complaints**

- (a) If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters.
- (b) If you wish to make a complaint please contact us. You can write to use at First Active Offset Service Team, PO Box 10466, Central Park, Leopardstown, Dublin 18. Alternatively, you can call us on 1890 252301.
- (c) If you are still not satisfied after following our procedures, you can ask the Financial Services Ombudsman to review the complaint. Write to: The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or telephone LoCall: 1890 88 20 90, Tel: 01-662 0899, Fax: 01-662 0890 or Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

# **Part B - Terms and Conditions for Eligible Current Account(s) and Savings Account(s)**

## **Section I. General Conditions**

Section I sets out General Conditions which apply to:-

the following eligible current account(s)

- **Facility Account**

the following eligible savings account(s)

- **Instant Access Account**

Section II sets out Additional Terms and Conditions for the eligible current account(s).

Section III sets out Additional Terms and Conditions for the eligible savings account(s).

## **1 Our Dealings with You**

When you sign the Account application form, you accept all these Terms and Conditions. Our booklet **Tariff of Charges** (as varied from time to time), which is available from any of our Stores, forms part of these Terms and Conditions and should be read with them.

## 2 Definitions

**"Account"** in Sections I, II and III means the Account (whether current account or savings account) with us in your name.

**"ATM"** means Automated Teller Machine.

**"Customer Documents"** means all statements, certificates and other documents issued to an Account Holder. We will retain ownership of all Customer Documents.

**"DIRT"** means Deposit Interest Retention Tax.

**"ECB"** means European Central Bank.

**"Group"** means the Royal Bank of Scotland group of companies.

**"Joint Account"** in Sections I, II, III, IV, V and VI means an Account operated by more than one person.

**"Principal Account Holder"** means the first named Joint Account Holder and all other holders are known as **"Joint Holders"**.

**"Security Details"** means the identifying words, codes and/or numbers agreed between you and us for use in the security procedures relating to the Account.

**"Stores"** in Section I, II, III, IV, V and VI means our Mortgage and Investment Stores.

**"We", "us", "our"** mean First Active plc.

**"You", "your", "customer", "Account Holder"** mean you, the person or persons in whose name(s) the Account is held. If you have a Joint Account, references in these Terms and Conditions to **"you"** include all or both of you, together and separately.

**"these Terms and Conditions"** means the terms and conditions in this Part B of the Booklet.

## 3 Paying money into your Account

- (a) We will provide same day value, for interest purposes, for transfers between the Account and another Account with us as long as instructions are received and verified by close of business on a working weekday. Transfer instructions received after close of business and on non-working days (i.e. weekends and bank holidays) will normally be processed on the next working weekday. You may be able to obtain same day value for transfers outside of these hours if the transfer has been initiated by electronic means.
- (b) When you pay a cheque into your Account, the money will be added to the Account balance. Normally you will not earn interest or be able to take the money out of the Account until the cheque has 'cleared' or you may have to repay the money if it does not clear. If the cheque does not clear this means it has not been paid by the bank on which it is drawn. It is possible that news of its non-payment may not reach us for 6 working days or more.
- (c) You cannot pay cash into your Account.

## 4 Refusal of deposits

In certain circumstances we may refuse to accept a payment into the Account.

## 5 Closure of the Account

- (a) In certain circumstances we may require you to close the Account. We may do this by writing to you specifying the period of time within which you are required to comply with this request. If, at the end of that period, you have not closed the Account, we will be entitled to refuse to accept any more payments into the Account (except such payments as are necessary to repay any debt and outstanding interest and charges on the Account) and may return any existing balance to you at the last address you have intimated to us as your home address. Closure may be immediate in extreme or exceptional cases. We do not have to give you a reason for our decision.
- (b) You may instruct us to close the Account at any time. However, we may request written confirmation before acting on such instructions.
- (c) The Terms and Conditions relating to the Account will continue to apply until all sums pending have been settled in full and all cards and other items belonging to us have been returned.

## 6 Cancellation Rights

When we open your Account, we will write to you with your Account number and other information about your Account. If you are not happy with your choice of Account, you may cancel it within 14 days of receipt of your Account number by confirming your decision in writing addressed to your Store. Alternatively you can give notice of cancellation by sending a fax to 01 709 2040 or by sending an e-mail to [investments@firstactive.com](mailto:investments@firstactive.com). If you do so we will give you back all the money you have deposited in the Account with any interest it has earned. We will ignore any notice period and any extra charges. This would not apply if the interest on the Account depends on rises and falls in financial markets outside our control, or is fixed-rate.

## **7 Alterations/Amendments**

- (a) We may change these Terms and Conditions at any time (including to vary any charges, to introduce new charges or to add conditions for additional products or services) to reflect changes in:
  - (i) market conditions affecting our business, including:
    - (A) fraud prevention requirements;
    - (B) changes in technology;
    - (C) changes in payment methods; and
    - (D) regulatory requirements;
  - (ii) good banking practice;
  - (iii) our systems, including changes to merge or rationalise systems across the Group or part of the Group; and/or
  - (iv) relevant laws.
- (b) We may change these Terms and Conditions from time to time for any valid reason.
- (c) We will give you at least 30 days' prior written notice about any change to these Terms and Conditions, except where changes are to your advantage when we may make the change immediately then write to you within 30 days to tell you about the change.
- (d) If we have made a major change or a lot of minor changes in any one year, we will give you a copy of your new Terms and Conditions and/or a summary of the changes.
- (e) We may change any of our interest rates from time to time for any of the following reasons:
  - (i) to reflect changes in ECB interest rates; or
  - (ii) to reflect changes in market conditions; or
  - (iii) if there are changes in the availability of deposits to us or the rates payable in respect of such deposits; or
  - (iv) to reflect changes in the law or regulations affecting us or a decision or requirement of a court, ombudsman, regulator or similar body.
- (f) We may change our interest rates for any valid reason.
- (g) Interest rates will be displayed in our Stores and changes will be advised by notice in the national press or in statements.

## **8 Operations on the Account**

- (a) You authorise us to accept and act on your instructions. These can be in writing, over the telephone, or (if agreed separately by us in writing) by electronic means, e.g. computer. Where your instructions are not in writing, i.e. not provided with an original written authorised signature(s), we are entitled to accept and act on them if the instruction has been confirmed by the use of the security procedure we require you to follow when giving us instructions which are not in writing.
- (b) If you have a Joint Account, we will (unless you instruct us otherwise in writing) accept instructions authorising account withdrawals signed by any one of you. If you instruct us in writing that more than one of you requires to give any instruction on the Account, you will generally be unable to give us instructions which are not in writing, e.g. over the telephone.
- (c) If the Account is a Joint Account and one of the Account Holders dies, (unless you instruct us otherwise in writing) only the survivor or survivors will be recognised as having any right to the money in the Account and we will accept instructions authorising account withdrawals signed by the survivor or any one of the survivors.
- (d) You are responsible for repayment of any debt on the Account. For Joint Accounts, each of you can be held fully responsible for any debt on the Account. This is known as 'joint and several' liability.
- (e) If your Account becomes overdrawn without our prior consent you will be responsible for any debt on the Account, including any debit interest and charges.
- (f) Withdrawals from the Account may be made by draft or by transfer to another nominated account.
- (g) There can be no cash lodgments or withdrawals on the Account. If you have an ATM card you can withdraw cash from ATMs.
- (h) Liabilities on overdrawn Accounts may, at any time after a request for repayment or the giving of notice to you, be set-off against other accounts in your name.
- (i) Statements showing operations on the Account will be issued to you monthly.

## 9 Security Procedures

- (a) You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- (b) **If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you may be liable for unauthorised transactions on your Account confirmed by use of the Security Details.**
- (c) You must not disclose your Security Details to any other person or record your Security Details in any way which may result in them becoming known to another person.
- (d) Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- (e) Where a transaction on the Account is confirmed using the Security Details but you subsequently show it was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Terms and Conditions, and you have not acted fraudulently.

## 10 Service charges

Service charges for operating the Account are charged as detailed in our booklet **Tariff of Charges** and may be amended from time to time in accordance with Condition 7 above. If any changes are made, details of the revised charges will be sent to you at least 30 days before the implementation date for the changes.

## 11 General

- (a) The relationship between you and us and your contract with us will be governed and interpreted in accordance with the laws of Ireland. The contract will be subject to the non-exclusive jurisdiction of the Irish courts.
- (b) These Terms and Conditions are written in English and all our communications with you will be in English.
- (c) If you change your name or address you must tell us immediately. All statements, demands, notices and other correspondence will be sent to the most recent address you have advised to us in writing and provided we send it to that address this will be considered effective service of any notice or demand which we may require to serve on you.
- (d) If the Account is a Joint Account and one of the Account Holders dies, or if a sole Account Holder dies, the Account can be closed without the loss of credit interest for early closure (where applicable).
- (e) In the event of your death or incapacity all payments made by us will be valid and binding on you and your estate if made prior to the receipt by us of written notice of such death or incapacity.

## Section II. Additional Terms and Conditions for:-

### • Facility Account

This section contains additional terms and conditions relating to the Facility Account. See also the General Conditions in Section I above. If there is any inconsistency between the General Conditions in Section I and the Additional Terms and Conditions in Section II, the Additional Terms and Conditions will override the General Conditions.

“**Account**” in this Section II means your eligible current account, namely the Facility Account.

## 12 Availability

- (a) Facility Account is available to customers who hold an Offset Flexible Mortgage with us.
- (b) Facility Account is also available as a servicing account for loans provided by us. When used as a servicing account no Laser Card or ATM Card is available on the Account.

## 13 Operations on the Account

- (a) You must always ensure that the cleared balance on your Account at our close of business on the working weekday before the day when:
  - (i) standing orders and direct debits are due to be paid;
  - (ii) you withdraw money from a cash machine;
  - (iii) you carry out a Laser/Maestro/Cirrus transaction;

- (iv) you request us to make payments by any electronic means or by telephone;
  - (v) or any other transactions on the Account are due to take place, including the application of interest and charges,
- is sufficient to cover payment of all such transactions.

- (b) If a sufficient cleared balance to cover payment is not available on your Account by close of business on the working weekday before the day on which any such transactions are due to take place, payment of some or all of the transactions may be refused.
- (c) However, if at any time such transactions would result in the Account being overdrawn we may exercise our sole discretion and, without contacting you, allow an overdraft to be created. In these circumstances, the overdraft is an unauthorised overdraft. We may also at our discretion refuse to allow any payment or withdrawal, which would create an unauthorised overdraft on the Account.
- (d) In some circumstances you may be able to cancel a standing order or direct debit instruction on the Account. If you wish to do so and these circumstances apply you should advise your Store in writing, or by telephone (followed by written confirmation). This advice must be accompanied by the following details:
  - (i) Standing Order — name of beneficiary, amount and frequency where appropriate;
  - (ii) Direct Debit — name of originator, amount and frequency where appropriate.

#### **14 Statements**

Statements showing operations on your Account are available monthly.

#### **15 Vouchers**

- (a) Unless we have agreed otherwise with you, vouchers for transactions on the Account will be retained by us. Vouchers are the forms you complete for debit or credit transactions on your Account.
- (b) We reserve the right to take copies of vouchers by any means that we reasonably consider to be appropriate, including amongst other means image processing, and to rely on such copies. We are entitled to destroy originals at any time. Copies taken of vouchers will be retained by us for up to seven years.

#### **16 Account not to be overdrawn**

- (a) You are not permitted to overdraw the Account, but if for any reason a debt arises on the Account you are responsible for payment.
- (b) We may refuse any transaction if there are insufficient cleared funds available on the Account for the transaction.

### **Section III. Additional Terms and Conditions for Savings Accounts**

This section contains additional terms and conditions for the Account(s) as detailed in the various headings below. See also the General Conditions in Section I. If there is any inconsistency between the General Conditions in Section I and the Additional Terms and Conditions in Section III, the Additional Terms and Conditions will override the General Conditions.

“**Account**” in this Section III means your eligible savings account(s) namely the Instant Access Account.

#### **Additional Terms and Conditions for:-**

##### **Instant Access Account**

#### **17 Availability**

Only private individuals and trustees aged 18 years or over may open an Instant Access Account.

#### **18 Operations on the Account**

- (a) Lodgments for any amount can be made to the Account by Bank Giro Credit at any of our Stores or at any other bank at which this service is available. A direct charge for this service may be made by the other bank.
- (b) ATM Cards are available for the Account.
- (c) Credit interest is payable on the credit balance in your Account.
- (d) DIRT will apply to interest payable on the Account unless Account Holders are exempt from payment of DIRT. The criteria for non-liability for DIRT will be determined from time to time by Government legislation.

## 19 Interest

Interest is calculated daily in accordance with balance thresholds and is credited to the Account quarterly or can be credited to another Account at the same Store. Details of our rates are displayed in our Stores and may be varied from time to time in accordance with Condition 7.

## 20 Balance restriction

You must maintain a balance of at least 60 at all times in your Instant Access Account.

## 21 Account not to be overdrawn

- (a) You are not permitted to overdraw the Account, but if for any reason a debt arises on the Account you are responsible for payment.
- (b) We may refuse any transaction if there are insufficient cleared funds available on the Account for the transaction.

## 22 Statements

- (a) Statements showing operations on the Account will be issued to you every 3 months (quarterly) if there have been transactions on the Account during the quarter and otherwise at least once a year.
- (b) Confirmation of Balance will be sent to the Principal Account Holder annually.

## 23 Section IV. Laser Card and ATM Card Conditions of Use

The Conditions of Use in this Section IV ('these **Conditions**' or 'these **Conditions of Use**') are to be read in conjunction with the Terms and Conditions for your Account in Sections I, II and III which form part of these Conditions.

### IMPORTANT NOTICE - Loss or Misuse of your Laser Card and ATM Card

If the card is lost or stolen, or you suspect that someone knows the PIN, you must phone us on 1800 245399 or if you are a ROI customer telephoning from UK phone 08706000459. If you are a ROI customer phoning from "abroad" -excluding UK - phone 00441315498186 or alternatively contact your Store.

## 1 General

### These Conditions of Use apply to both Laser Cards and ATM Cards.

Below are set out the definitions of the words and terms used in these Conditions.

**"Account"** Your current or savings account with us to which transactions are debited.

**"additional card"** A card we issue to another person (an **additional cardholder**) nominated by you.

**"card"** Any card we provide for use on the Account.

**"Group"** The Royal Bank of Scotland group of companies, of which we are a member.

**"PIN"** The personal identification number you use with the card.

**"transaction"** Any payment made or cash withdrawn by you using the card, or card number or PIN.

**"We", "us", "our"** First Active plc.

**"You", "your"** The person or persons in whose name(s) the Account is opened.

## 2 The card

- (a) Laser Cards are only available to individuals aged 18 or over. ATM Cards are only available to individuals aged 16 or over.
- (b) You (and any additional cardholder) must do the following:
  - (i) Sign the card when you or the additional cardholder receive it.
  - (ii) Keep the card secure at all times and do not allow any other person to use it.
  - (iii) On receiving the PIN advice slip memorise the PIN and then immediately destroy the PIN advice slip.
  - (iv) Never write down the PIN in any way which could be understood by someone else.



- (c) You (and any additional cardholder) must not use the card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the card.
- (d) You (and any additional cardholder) must not use the card if to do so would overdraw the Account without our prior agreement, or would increase any borrowing on the Account to more than we have agreed.
- (e) We own the card and if we ask, you must return it to us immediately (cut in half through the signature box and magnetic strip, and if you have a chip card ensure the chip is cut in half). We, or anyone acting for us, may keep the card at any time. For example, we may withdraw a card and instruct any third party to keep hold of it if you try to use it.

### **3 Using the card**

#### **(a) Transactions**

- (i) The card may be used along with the PIN to obtain cash, up to the daily limit for your Account, from any cash dispensing machine which we advise will accept the card.
- (ii) We will advise you of the daily cash withdrawal limit (this may include the value of other transactions carried out at cash dispensing machines, details of which will be advised to you from time to time) and may adjust it from time to time.
- (iii) The card may be used to settle any purchase from retailers or suppliers of services who display the Laser, Maestro or Cirrus logo shown on the card or any other logo which we notify to you.
- (iv) Transactions carried out using the card will normally be applied to the Account on the same day the transaction is carried out or on the next working day.
- (v) On each working day, any available funds on the Account will be used first, in priority to paying any other debit to the Account, to pay any transaction notified to us since the previous working day.
- (vi) When we process a transaction in a currency other than euro on the Account we will re-convert it into euro at our then current exchange rate.
- (vii) You will have to pay all amounts charged to the Account, if it is clear that you or any additional cardholder have authorised the transaction.
- (viii) When we receive an acceptable refund voucher we will pay the amount of the refund to the Account.

### **4 Authorising payments**

- (a) Where a retailer or supplier of services asks us for authorisation before accepting payment by the card, we may decide not to give authorisation if:
  - (i) the card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
  - (ii) you or any additional cardholder have broken these conditions; or
  - (iii) taking account of all other transactions we have authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
- (b) Once you have carried out a transaction using the card you cannot ask us to stop that transaction. However, we will cancel a transaction that has been authorised but not been paid if we receive satisfactory evidence of the transaction being cancelled.

### **5 Charges**

Charges will be payable for certain uses of the card as detailed in our separate charges tariff which is available from our Stores and forms part of these Conditions of Use. These charges may be revised from time to time in accordance with the Terms and Conditions for your Account. You will be informed of any changes at least 30 days before they come into effect.

### **6 Joint Account**

If you have a Joint Account, although you will each have your own card, you are each responsible for all transactions carried out by any card and for repayment of any borrowing which arises on the Account.

### **7 Liability**

- (a) **If the card is lost or stolen, or you suspect that someone knows the PIN, you must carry out the instructions set out in the Important Notice at the beginning of these Conditions.**
- (b) If the card is misused before you tell us of its loss or theft or that someone else knows the PIN, you will only have to pay up to €63.49 for any misuse, unless you have acted fraudulently or without reasonable care.

- (c) If the card is misused by someone who has it with your permission you will have to pay for all transactions carried out with the card by that person.
- (d) If someone carries out a fraudulent transaction using your card details on the Internet or by telephone or mail order you will not be liable for the fraudulent transaction.
- (e) Once we receive notice of the loss, theft or possible misuse, we will cancel the card. If the card is then found you must not use it. Return it to us immediately cut in half through the signature box and magnetic strip, and if you have a chip card ensure the chip is cut in half.
- (f) You will not be responsible for any loss arising from misuse of a card if it has not been received by you.
- (g) We will not be liable if any party refuses to let you pay or withdraw cash with the card.

## **8 Additional Cardholder**

- (a) You (in the case of Joint Accounts, all of you) may ask us to issue a card and PIN to someone else. If we agree to do this, you are responsible for ensuring that any additional cardholders comply with these Conditions and you will have to pay for all transactions carried out using the additional card(s) and PIN(s), including those charged to the Account after the additional card(s) has/have been returned to us.
- (b) You authorise us to pass information to the additional cardholder(s). This information will include, but will not be restricted to, details of the Account.

## **9 Giving out information**

You authorise us to give any appropriate third party any relevant information:

- (i) in connection with the loss, theft or possible misuse of the card or PIN; or
- (ii) in order for us to meet our obligations as a member of the Laser, Maestro or Cirrus card schemes.

## **10 Ending your right to use the card**

- (a) If we consider it appropriate we may suspend, withdraw or restrict the use of a card and PIN at anytime. We will tell you before we take this action, or as soon as possible afterwards
- (b) If your use of the Account is ended or restricted you will not be entitled to use the card.
- (c) You may end your use of the card (and the use of the card by any additional cardholder) at any time by giving us notice in writing and returning the card or cards to us (cut in half down through the magnetic strip, and if you have a chip card ensure the chip is cut in half).
- (d) If your use of the card (or the use of the card by any additional cardholder) is ended, you remain responsible for all transactions carried out with the card.

## **11 General**

- (a) The relationship between you and First Active and your contract with us will be governed and interpreted in accordance with the laws of Ireland. The contract will be subject to the non-exclusive jurisdiction of the Irish courts.
- (b) These Conditions of Use may be varied from time to time in accordance with the Terms and Conditions for your Account.
- (c) If there is any inconsistency between these Conditions of Use and the Terms and Conditions for your Account the Conditions of Use will override the Account Terms and Conditions.

## **Section V. Terms and Conditions for Anytime Internet and Telephone Banking**

The following terms apply to any use by you of our telephone and online banking services ('the Service') if you are eligible and have registered for them. These terms and conditions in this Section V ('these Terms and Conditions') are to be read in conjunction with the Terms and Conditions for your Account in Sections I, II and III, which form part of these Terms and Conditions. Only customers who hold an Offset Flexible Mortgage with us are eligible to register for Anytime Internet and Telephone Banking.

The terms and conditions which relate to credit cards will not apply if the Service is not available for credit cards or if you do not hold a credit card with us. Please ask at any Store for details.

## **1 Definitions**

"**Account**" in this Section V means any account from this Part B with us in your name.

**"Security Details"** means the identifying words, codes and/or numbers agreed between you and us for use in the security procedures relating to your Accounts.

**"we", "us", "our"** means First Active plc.

**"you", "your"** means you, the person or persons in whose name(s) the Account is held and, for credit cards, means the person who has a credit card account with us. If you have a Joint Account, references in these Terms and Conditions to **"you"** include both of you, together and separately.

## **2 Authority**

- (a) You authorise us to accept and act on your instructions and to pay to and from your Account(s) the amounts involved when the transaction has been authenticated by the use of the security procedure we require you to follow. You acknowledge and agree that this may be on an Account that could otherwise only be operated by two or more persons.
- (b) If you have a Joint Account, we will act on the instructions of either of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your Account.

## **3 Security Procedure**

- (a) You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- (b) You must not disclose your Security Details to any other person or record your Security Details in any way which may result in them becoming known to another person.
- (c) Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- (d) Where a transaction on the Account is confirmed by use of the Security Details and the Service but you subsequently show it was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Terms and Conditions, and you have not acted fraudulently.
- (e) **If you suspect someone knows your Security Details you must contact us immediately. If you fail to do so, you may be liable for unauthorised transactions on your Account confirmed by use of the Security Details.**
- (f) You will be responsible for all instructions received by us between the time you pass the security procedure until you exit from the service. Please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave the device you are using to access the Service unattended while you are still logged onto our website.
- (g) Telephone calls may be recorded for security and training purposes.

## **4 Transactions**

- (a) Banking instructions received for your current and savings accounts by 6.30pm on any working day will normally be processed that day. You will be advised at the time you send the instruction if the instruction cannot be processed that day but will be processed the next working day. Instructions received at any other time will be processed the next working day.
- (b) Provision of the Service will not give you the right to make the Account overdrawn except to the extent of any overdraft which we may agree from time to time.
- (c) You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

## **5 Charges**

We reserve the right to charge you and you agree to pay the charges for the Service or any part of it. Details of new charges and changes to charges will be notified to you in writing, or by a text message or e-mail, at least 30 days before they take effect and will also be available on our website [www.firstactive.ie](http://www.firstactive.ie)

## **6 Availability of the Service**

While we will make reasonable efforts to provide the Service, we will not be liable for any failure to provide the Service, in part or full, for any cause that is beyond our reasonable control. This includes, in particular, any suspension of the Service resulting from maintenance and upgrades to our systems or those of any party used to provide the Service.

## **7 Variation/Termination of the Service**

- (a) We reserve the right to change the Service from time to time and shall give you prior notice of any material changes.
- (b) We may, where we consider it appropriate for you or your protection, suspend, withdraw or restrict the use of the Service or any part of the Service. We will tell you as soon as practicable if we take such action. We may also end the Service or any part of the Service at any time by giving you reasonable notice.
- (c) You may terminate your subscription to the Service at any time by notifying us. The notification will not be effective until we receive it.

- (d) These Terms and Conditions may be varied from time to time in accordance with the Terms and Conditions for your Account.

## **Section VI. General Terms**

This Section VI applies to all of the products and services covered in Sections I, II, III, IV and V.

### **Your Information**

(a) **Who we are**

We are a member of the Royal Bank of Scotland Group (the Group). For information about our Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 1890 252301 (DMC Offset Customer Services) and 1800 924615 (DMC textphone).

(b) **Your electronic information**

If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

(c) **How we use your information and who we share it with**

- (i) We may use and share your information with other members of the Group to help us and them:

- (A) assess financial and insurance risks;
- (B) recover debt;
- (C) develop customer relationships, services and systems;
- (D) prevent and detect crime.

- (ii) Your information includes information about your transactions.

- (iii) We do not disclose your information to anyone outside the Group except:

- (A) where we have your permission; or
- (B) where we are required or permitted to do so by law; or
- (C) to other companies who provide a service to us or you; or
- (D) where we may transfer rights and obligations under this agreement.

- (iv) In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including countries outside the European Economic Area. If we do this we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

- (v) From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

- (vi) If you would like a copy of the information we hold about you, please contact a Store who will be able to arrange to provide you with an application form. A fee may be payable.

- (vii) If you wish to update your information, please contact your Store.

(d) **Credit reference and fraud prevention agencies**

- (i) A link between you and anyone with whom you have a Joint Account or similar financial association will be recorded at credit reference agencies, creating a 'financial association'. All parties' information will be taken into account in future applications until one of you successfully files a 'notice of disassociation' at the credit reference agencies.

- (ii) We may make periodic searches of and provide information (including how you manage your account and any arrears) to, credit reference agencies, fraud prevention agencies and the Group to manage and take decisions about your account. Such information may be used by other credit providers to take decisions about you and your financial associates.

- (iii) We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact your Store. The agencies may charge a fee.

(e) **Other General Terms**

- (i) If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters.

- (ii) If you wish to make a complaint please contact us. You can write to us at First Active Customer Support, Central Park, Leopardstown, Dublin 18. Alternatively, you can call us on 01 709 2500.

- (iii) If you are still not satisfied after following our procedures, you can ask the Financial Services Ombudsman to review the complaint. Write to: Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or telephone LoCall: 1890 88 20 90, Tel: 01-662 0899, Fax: 01-662 0890 or email: [enquires@financialombudsman.ie](mailto:enquires@financialombudsman.ie)

- (iv) Calls may be recorded.
- (v) Information is correct at time of going to print.
- (vi) First Active plc is registered with the Office of the Data Protection Commissioner. See [www.dataprivacy.ie](http://www.dataprivacy.ie) for a copy of our registration.

## Part C: WARNINGS

WARNING: THE COST OF YOUR MONTHLY REPAYMENTS MAY INCREASE - IF YOU DO NOT KEEP UP YOUR REPAYMENTS YOU MAY LOSE YOUR HOME.

WARNING: YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.

VARIABLE RATE LOANS: THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.

FOR DEBT-CONSOLIDATION MORTGAGES ONLY:

WARNING: THIS NEW LOAN MAY TAKE LONGER TO PAY OFF THAN YOUR PREVIOUS LOAN. THIS MEANS YOU MAY PAY MORE THAN IF YOU PAID OVER A SHORTER TERM.

FOR ENDOWMENT LOANS ONLY:

THERE IS NO GUARANTEE THAT THE PROCEEDS OF THE INSURANCE POLICY WILL BE SUFFICIENT TO REPAY THE LOAN IN FULL WHEN IT BECOMES DUE FOR REPAYMENT.

EARLY SURRENDER OF THE INSURANCE POLICY MAY RESULT IN A RETURN WHICH WOULD BE LESS THAN THE SUM OF PREMIUMS PAID AND OTHER CHARGES.

YOU MAY BE REQUIRED OR ADVISED BY THE INSURER OR BY THE COMPANY TO INCREASE THE AMOUNT OF THE PREMIUM PAYMENTS ON THE INSURANCE POLICY IN ORDER TO SECURE AN INCREASE IN THE PROCEEDS OF THE POLICY ON MATURITY.

## Part C

### Offset Flexible Mortgage General Conditions

These conditions govern the operation of your Offset Flexible Mortgage.

Your Offset Flexible Mortgage is a home loan from First Active plc. It is secured against your home situated in Ireland.

#### 1 Definitions

**"Account"** in these Terms and Conditions means the Offset Flexible Mortgage Account;

**"Agreement"** comprises the Loan Offer Letter (which incorporates an offer details document), these Terms and Conditions and the Mortgage;

**"Available Facility"** means any monies where there is a difference between the Facility and the Total Borrowing and represents the amount you can withdraw at any time subject to our approval;

**"Working Day"** means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Dublin;

**"Condition"** means a condition of these Terms and Conditions;

**"Facility"** means the total amount we have approved in your Loan Offer Letter that you can drawdown which reduces over the Term;

**"Group"** means the Royal Bank of Scotland group of companies;

**"Initial Borrowing"** means that part of the Facility that you wish to drawdown where you do not draw the Facility at once;

**"Interest Rate"** means the interest rate set out in your Loan Offer Letter as calculated in accordance with Condition 4;

**"Loan Offer Letter"** means the loan offer provided by us to you specific to the customer number quoted therein;

**"Monthly Payment"** means at least the minimum amount (rounded up to the nearest euro) necessary to reduce your Total Borrowing together with interest and charges to zero on or before the end of the Term;

**"Monthly Repayment Date"** means the date in each calendar month when the Monthly Payment is made being initially the date specified in the Loan Offer Letter as revised with our agreement;

**"Mortgage"** means the first ranking security you provide to us over your Property;

**"Offset Arrangement"** means the way in which your Account can be linked with other current and savings account(s) and the way in which interest is calculated and applied to such linked account(s);

**"Property"** means a residence, situated in Ireland, which is your sole or main residence and over which the Offset Flexible Mortgage is secured;

**"Term"** means the period over which you have agreed to pay your Total Borrowing which may be revised with our agreement;

**"these Terms and Conditions"** means the terms and conditions set out hereinafter which form Part C of the First Active Personal Offset Banking Terms and Conditions booklet;

**"Total Borrowing"** means the actual amount you owe us at any time (which may increase and decrease);

**"We" "us" or "our"** means First Active plc;

**You" "your"** means the person who has an Offset Flexible Mortgage and in whose name the Account is opened which includes your personal representatives, executors, successors and permitted assigns. If the Account is in joint names it will mean both persons.

## **2 Availability**

The Offset Flexible Mortgage is only available to you if:

- (a) you are aged 18 years or over;
- (b) you own or will own the Property provided or to be provided to us as security;
- (c) you meet our lending criteria; and
- (d) you have an Offset Arrangement opened.

## **3 Operation of the Account**

- (a) In accordance with your instructions, we will open the Account in your name or if you have a joint Account in both your names. It is a personal Account and cannot be used for any trade, profession or business purposes.
- (b) We will operate the Account on your instructions. If you have a joint Account, we will (unless instructed otherwise) only accept instructions authorising withdrawals from both of you. You are responsible for the repayment of the Total Borrowing. With a joint Account, each of you is fully responsible for the Total Borrowing.
- (c) You are not able to instruct us to make payments from your Account (regardless of any Monthly Payments you make to repay the Total Borrowing) unless you have an Available Facility.
- (d) We will not issue you with a cheque book for this Account or collect cheques for you.
- (e) Each payment into the Account will repay/reduce the most recent debit(s) from the Account.
- (f) You may not make any withdrawals which increase the Total Borrowing to more than the Facility or otherwise allow the Total Borrowing on your Account to be more than the Facility.
- (g) You may request a decrease in the Facility at any time or ask us to agree to an increase or an extension of the Term. If you have a joint Account, we may (unless instructed otherwise) only accept and act on such a request from both of you. Any revision to the Facility will take effect when you, or under a joint Account both of you, have signed and returned a further loan offer letter.
- (h) In certain circumstances we may refuse to accept a payment into your Account.

## **4 Interest on Borrowing**

- (a) You will pay us interest on your Total Borrowing on the Account by making the Monthly Payments.
- (b) The initial Interest Rate is stated in your Loan Offer Letter. The Interest Rate will not exceed the European Central Bank (ECB) rate plus 1.15% subject to the rate adjustment period allowable. Once the Facility is drawn down it is not possible to transfer to a fixed interest rate at any stage. Fixed rates are not available under the Offset Flexible Mortgage. In the event of an increase in the ECB rate, we may adjust the Interest Rate. If we decide to do so we will do this within thirty days of the ECB rate movement and inform you in writing of each change (at the earliest opportunity and at least within 30 days) and we will publish notice of the change in at least three national daily newspapers. Where there is a reduction in the ECB rate which will make your Interest Rate exceed the reduced ECB rate plus 1.15%, we will reduce your Interest Rate to the reduced ECB plus 1.15% (or less) within one week of the ECB rate movement.
- (c) Interest will be calculated on the daily cleared balance on the Account on the basis of a 365-day year and applied in accordance with the provisions in Part A of the First Active Personal Offset Banking Terms and Conditions.

## **5 Repayment**

- (a) You will make Monthly Payments to us on the Monthly Repayment Date. Where the Monthly Repayment Date is not a Working Day the Monthly Payment will be made on the next Working Day. When setting your Monthly Payments we do not take account of any savings you might make by being in an Offset Arrangement.



- (b) You may, at any time, repay all or any part of your Total Borrowing without notice or penalty or paying a redemption fee within the meaning of the Consumer Credit Act 1995 (as amended).
- (c) If we have required you under Condition 19 to repay the Total Borrowing in full before the end of the Term, you will immediately reduce the Total Borrowing with interest and charges to zero.
- (d) You will provide us with a signed and completed variable Direct Debit Instruction on a suitable account to enable us to collect each Monthly Payment.
- (e) We will inform you annually of the minimum Monthly Payments necessary to repay the Total Borrowing with interest and charges by the end of the Term. If you are paying too much, we will not automatically reduce your Monthly Payments unless you ask us to. If at any time you are not paying enough for example where Interest Rates increase, we will increase your Monthly Payments automatically. If you wish, you may instruct us at any time to increase the Monthly Payments in order to effect repayment before the end of the Term.
- (f) You must continue to make the Monthly Payments even if your Total Borrowing is less than your Facility. You may only suspend making Monthly Payments in accordance with Condition 6.

## **6 Payment Holidays**

You may suspend making the Monthly Payments or pay part of them, during any period (not being more than six months in any rolling 12 month period) where we agree. Such agreement is dependant on all payments due on your Account being up to date and paid in full and all your other accounts with us (if any) are operating in a satisfactory manner. If we do agree, we will tell you the date on which we will recommence collecting the Monthly Payments (in full) and the amount of the Monthly Payments applicable. Interest will continue to be applied to the Account each month at the Interest Rate calculated in accordance with Condition 4. This arrangement will immediately cease and you must restart making Monthly Payments (in full) if the Facility will be exceeded.

## **7 Your Financial Position**

You will give us any information we reasonably request from time to time to enable us to assess your ability to comply with your obligations to make the Monthly Payments and repay the Total Borrowing.

## **8 Credit Balances**

You may not have a credit balance on the Account. If your payments into the Account result in a credit balance on the Account, we will return that balance to you and we will not pay you any interest on any such credit balance.

## **9 Charges, Fees and Expenses**

- (a) Where applicable, you authorise us to apply to the Account and/or you undertake to pay to us (on a full indemnity basis) any costs, charges and expenses in connection with your Offset Flexible Mortgage including (but not limited to):
  - (i) re-inspection of the Property;
  - (ii) enforcing or considering to enforce our security over your Property;
  - (iii) carrying out or considering any other act or matter which we may consider to be for the benefit, preservation or improvement of the Property, any security against the Property or our interest in the Property;
  - (iv) any real cost incurred by us by a variation or redemption of your Offset Flexible Mortgage (that does not constitute a redemption fee within the meaning of the Consumer Credit Act 1995 (as amended));
  - (v) any application for any consent by us whether or not we grant such consent;
  - (vi) any breach by you of any of the terms contained in these Terms and Conditions or any other agreement between you and us;
  - (vii) the production of the title deeds or any deed or document or copy or copies including delivery of such deeds or documents on accountable trust receipt;
  - (viii) increasing the Facility or otherwise amending the terms of our Agreement at your request;
  - (ix) any VAT and other taxes and duties properly chargeable on any amounts due under this Condition 9a; and
  - (x) Interest at the Interest Rate on any amount due under this Condition 9a from the date charged or applied to the Account until paid to us.
- (b) All costs charges and expenses which may be recovered by us under this Condition 9(a) shall be increased by the amount of any taxes charged (other than taxes on our net profits) except to the extent that we consider these to be recoverable by us.
- (c) You are responsible (i) for any valuer's fees you incur if your application for your Offset Flexible Mortgage is approved by us and (ii) for your own legal fees.
- (d) The charges affecting your Account are described in our Tariff of Charges leaflet which is available on request. We may revise the charges from time to time and details will be sent to you at least 30 days before any changes in charges take effect. Charges are payable when they are incurred.
- (e) Where charges are accumulated and applied to your Account, we will advise you at least 10 Working Days before they are applied giving you a breakdown of such charges.
- (f) We will detail all charges applied to your Account in your statement.

## **10 Life Policy**

- (a) A life assurance policy for, in the event of your death, a sum equal to the Total Borrowing (which may increase or decrease) to be paid to us in the year in which your death occurs must be in place for the Term.

- (b) Where you have a joint Account such a policy must be in place on both your lives.
- (c) Once the policy is in place, you should not deal with the policy(ies) in any way that would mean that the monies are not paid to your estate (eg. by disposal by gift or trust, assignment or charge to anyone else).
- (d) If you do not pay your premiums or maintain your policy(ies) for the Term, any sums due to us on your death (or the death of the other accountholder where there is a joint Account) will remain due and owing (together with interest accruing) by the surviving accountholder or by the estate of the deceased.

## **11 The Property**

- (a) The Property must be the home you are currently living in or are intending to purchase with the Initial Borrowing. If your Account is a joint Account, you must both live at the Property. Your spouse, whether a legal owner of the Property or not, is required to be a party to the Mortgage if the Property is a family home.
- (b) You must insure the Property under a buildings insurance policy comprehensively for its full replacement value and maintain that insurance for the Term. From time to time we may ask you to provide us with evidence of the insurance cover showing us noted on the policy.
- (c) Where the Property is in a building block, you must maintain block insurance policy with us noted on the policy.
- (d) When arranging the insurance detailed above, you have the right to choose any insurer provided it is an insurer within the meaning of the Insurance Act 1989.
- (e) You must occupy the Property as your only or main residence unless we agree otherwise. If we agree otherwise you must comply with the terms of our agreement.
- (f) If you are buying a new house on the Property the current standard form of building contract (as recommended by the Law Society of Ireland) must be used.
- (g) If the house on the Property is second hand and less than six years old it must have been registered with the National House Building Guarantee Scheme or Premier Guarantee when built and the benefits of the scheme must still be available to you.
- (h) If there is a retention sum held for works to be completed to the Property then these works must be completed to the satisfaction of our valuers within three months from the date of acceptance of the Loan Offer Letter or within such extended time as we may agree with you in writing.
- (i) Any building works or change of use on the Property must be carried out in substantial compliance with the provisions of the Building Control Act 1990 (as amended) and the regulations thereunder.

## **12 Loan Offer**

- (a) The offer in the Loan Offer Letter will lapse if the Mortgage is not closed within 3 months from the date of the Loan Offer Letter.
- (b) We reserve the right to withdraw the offer in the Loan Offer Letter or vary the terms thereof including reducing the Facility if you fail to comply with our requirements within the time specified by us or if in our opinion there is any material change in your circumstances before the Facility is available for drawing.

## **13 Tax Relief at Source (TRS)**

- (a) From the 1st of January 2002 tax relief for home mortgage interest is no longer given through the tax system, it is instead granted at source. This means that the tax relief element on mortgage interest is granted in the form of a reduced monthly mortgage payment repayment.
- (b) If you wish to apply for TRS, please send a completed declaration form TRS1 directly to the Revenue Commissioners.
- (c) The operation of TRS is subject to audit by the Revenue Commissioners. Any such audit may include the examination of our files/ records held in respect of you which is a permitted exception under the Data Protection Acts 1998 to 2003 and therefore does not constitute a breach of your rights under those Acts.
- (d) TRS applies to interest on borrowings used for the purpose of purchasing or renovating your Property. Therefore, you are obliged to advise the Revenue Commissioners of the percentage (%) of the Facility qualifying for tax relief, i.e., the amount of the Facility used for your Property. If you have an Available Facility and you do not use the Available Facility your TRS entitlement will be affected. You should apply to the Revenue Commissioners for any TRS adjustments after the year end.

## **14 No Liability for Loss**

We will not be liable to you for any loss you may suffer if we fail to perform any of our obligations under these Terms and Conditions as a direct or indirect result of anything outside our reasonable control. This includes but is not limited to industrial dispute, failure or fluctuation of power or telecommunications supplies or any equipment or error in any software, error or lack of clarity in your instructions, failure or delay in the supply of services to us by a third party. We will not under any circumstances be liable for any indirect losses or losses of profit.

## **15 General**

In the event that any provision of these Terms and Conditions is declared void or unenforceable or becomes an unlawful operation, such provision shall not affect the rights and duties of you and us with regard to the remaining provisions which shall continue to be binding.

## **16 Identification**

To ensure compliance with the Criminal Justice Act 1994 (as amended) you, and where you have a joint Account both of you, may be required to produce to us satisfactory evidence of your identity and your current permanent address by means of supporting documentation.

## **17 Closing your Account**

You may, at any time, without notice close your Account by repaying the Total Borrowing together with any outstanding interest and charges without being charged any penalty or paying a redemption fee within the meaning of the Consumer Credit Act 1995 (as amended). If you wish to have the Mortgage on your Property released, you will need to pay a sealing fee.

## **18 Adding/Removing an accountholder from your Account**

- (a) Where you have an Account you may add one other accountholder to your Account. In such circumstances your Account will be a joint Account and the other accountholder must join the Mortgage and give security over the Property. There may be additional costs associated with this, such as legal costs.
- (b) Where you have a joint Account you may remove the other accountholder from your Account subject to our agreement. We may move your Account so that it is held in your sole name. If the accountholder to be removed wishes to be released from the Mortgage, there may be additional costs associated with this, such as legal costs.

## **19 Our Right to require Early Repayment**

- (a) We may write to you (or your personal representatives) (i) to forbid any further withdrawals from the Account and/or (ii) to reduce your Facility if:
  - (i) without our prior agreement, you exceed the Facility, fail to make any Monthly Payment or fail to make any other payment due to us or otherwise breach any requirement contained or referred to in your Loan Offer Letter, these Terms and Conditions or the terms and conditions governing the Offset Arrangement;
  - (ii) you breach the conditions of the Mortgage on the Property or any substitute Property or circumstances arise which adversely affect the value of the Mortgage on your Property.
- (b) We may write to you (or your personal representatives) to require immediate repayment of all or part of the Total Borrowing with interest and charges and forbid any further withdrawals from the Account if:
  - (i) without our prior agreement, you exceed the Facility and the excess is not repaid within one month from the date we notify you;
  - (ii) you fail to make the equivalent of two Monthly Payments;
  - (iii) you fail to make any other payment due to us and such payment is outstanding for more than one month;
  - (iv) you otherwise breach any requirement contained or referred to in your Loan Offer Letter, these Terms and Conditions or the terms and conditions governing the Offset Arrangement;
  - (v) you breach the conditions of the Mortgage on the Property or any substitute Property or circumstances arise which adversely affect the value of the Mortgage on the Property;
  - (vi) your Property is no longer your main residence and you have either not (i) approached us to repay your Total Borrowing and take out a new mortgage secured on your new property or (ii) agreed with us that it can be let out on our terms;
  - (vii) you default under any loan agreement or other agreement or obligation relating to borrowing from us or under any guarantee to us (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of any third party);
  - (viii) bankruptcy proceedings are commenced against you or you enter into any arrangement with your creditors;
  - (ix) any information you have provided to us is, in our opinion, materially inaccurate;
  - (x) any procedure is used against you to attach or take possession of your Property for payment of a debt;
  - (xi) you sell the Property without immediately purchasing another which is acceptable to us and is mortgaged to us using our deed of Mortgage;
  - (xii) the Property is destroyed and we do not reach agreement with you regarding its reinstatement;
  - (xiii) you (or with a joint Account either of you) die or become incapacitated;

- (xiv) we become concerned that the Account is being operated for illegal purposes or you (or with a joint Account either of you) are convicted of a criminal offence punishable by imprisonment;
- (xv) you mortgage the Property to any one else as security for a loan without notifying us and receiving confirmation from us that we have entered into a priorities agreement with that other party.

## 20 **Your Personal Data**

### **Your Information**

#### (a) **Who we are**

We are a member of the Royal Bank of Scotland Group (the Group). For information about our Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 1890 252301 (DMC Offset Customer Services) and 1800 924615 (DMC textphone).

#### (b) **Your electronic information**

If you contact us electronically, we may collect your electronic identifier, (e.g. Internet Protocol (IP) address or telephone number) supplied by your service provider.

#### (c) **How we use your information and who we share it with**

- (i) We may use and share your information with other members of the Group to help us and them:
  - (A) recover debt;
  - (B) develop customer relationships, services and systems;
  - (C) prevent and detect crime;
  - (D) make credit related decisions about you whether concerning this product or a future financial product with us (such credit related decisions may be made solely by means of automatic processing);
  - (E) (if you have consented) to link information between your Accounts and other products and services you hold with us or may hold with us and with others with whom you have financial link whether for marketing purposes or otherwise;
  - (F) develop behavioural credit scoring models/techniques for the purposes of credit limit and risk management.
- (ii) Your information includes information about your transactions.
- (iii) We do not disclose your information to anyone outside the Group except:
  - (A) where we have your permission; or
  - (B) where we are required or permitted to do so by law; or
  - (C) to other companies who provide a service to us or you; or
  - (D) where we may transfer rights and obligations under this agreement.
- (iv) In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including countries outside the European Economic Area. If we do this we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- (v) From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.
- (vi) If you would like a copy of the information we hold about you, please contact a Store who will be able to arrange to provide you with an application form. A fee may be payable.
- (vii) If you wish to update your information, please contact your Store.

#### (d) **Credit reference and fraud prevention agencies**

- (i) A link between you and anyone with whom you have a joint Account or similar financial association will be recorded at credit reference agencies, creating a 'financial association'. All parties' information will be taken into account in future applications until one of you successfully files a 'notice of disassociation' at the credit reference agencies.
- (ii) We may make periodic searches of and provide information (including how you manage your Account(s) and any arrears) to, credit reference agencies, fraud prevention agencies and the Group to manage and take decisions about your Account(s). Such information may be used by other credit providers to take decisions about you and your financial associates.
- (iii) We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact your Store. The agencies may charge a fee.
- (iv) First Active plc is registered with the Office of the Data Protection Commissioner. See [www.dataprivacy.ie](http://www.dataprivacy.ie) **for a copy of our registration.**
- (v) Information is correct at time of going to print.

(e) **Recording telephone calls**

We may monitor and record phone calls to or from us. We may do this to check any instructions you give us over the phone and to help train our staff. We will inform you at the start of the call if the call is being recorded.

**21 Transferring Debts**

We may allow another person to take over any of our rights and duties under our Agreement with you without notice or consent and you authorise us to give that person (or any other person with whom we are in discussions with a view to taking over any of our rights and duties) any financial or other information about you. You are not permitted to transfer or assign any of your rights and duties under our Agreement.

**22 Securitisation**

We may at any time and from time to time transfer, assign, mortgage and/or charge the benefit of all or any part of the Offset Flexible Mortgage and all of our rights and interests in and to any life assurance assigned to, or charged unto us and all other contracts and policies of insurance relating to the Property on such terms as we may think fit, with or without notice to you or any other person. Information on Securitisation is available from our Stores.

**23 Notices and Statements**

- (a) We will send statements, notices or other correspondence to you at the Property or any other address of which you have given us notice. Notices and correspondence from us will be effective five days after we have posted them, or if we deliver them by hand, when delivered.
- (b) We will send you a statement showing the Total Borrowing quarterly. With a joint Account, unless you tell us otherwise, we will only send one statement to the address in (a) above.

**24 Governing Law and Changes to the Conditions**

- (a) These Terms and Conditions are governed by the laws of Ireland and both you and us submit to the jurisdiction of the courts of Ireland to settle any dispute we may have in relation to these Terms and Conditions, our Agreement and the Account.
- (b) We may alter any of these Terms and Conditions for the reasons set out below on giving you at least 30 days prior written notice. This notice will contain the date on which the alteration takes effect. Should you not wish to have your Offset Flexible Mortgage, Account or Agreement governed by the proposed alteration you are free to close your Account following the procedure outlined in Condition 17 above.
- (c) The reasons for which we may alter these Terms and Conditions include, without limitation:
  - (i) to introduce new features, new services or new products to the Account;
  - (ii) to remove existing features, existing services or existing products from the Account;
  - (iii) to replace existing features, existing services or existing products of the Account with new features, new services or new products;
  - (iv) to amend existing features, existing services and/or existing products;
  - (v) to amend the agreement whether substantially or significantly or in a minor way to:
    - (A) reflect changes in market conditions;
    - (B) reflect changes in good banking practice;
    - (C) comply with any changes in applicable law or with the requirements or recommendations of the Irish Financial Services Regulatory Authority or similar body, or with the decision of a court of law or an ombudsman;
    - (D) to reflect any enhancements made to our computer systems; or
    - (E) for any other valid reason.
- (c) Where three or more changes occur within a twelve month period, a revised set of these Terms and Conditions will be sent to you highlighting the relevant changes.

**25 Complaints**

- (a) If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters.
- (b) If you wish to make a complaint please contact us. You can write to use at First Active Offset Services Team, PO Box 10466 Central Park, Leopardstown, Dublin 18. Alternatively, you can call us on 1890 252301.
- (c) If you are still not satisfied after following our procedures, you can ask the Financial Services Ombudsman to review the complaint. Write to: The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or telephone LoCall: 1890 88 20 90, Tel: 01-662 0899, Fax: 01-662 0890 or Email: [HYPERLINK "mailto:enquiries@financialombudsman.ie" enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

**26 Waiver of our rights**

No failure to exercise or delay by us in exercising our rights powers or remedies under these Terms and Conditions shall operate as a waiver of our rights nor prevent us exercising any rights, powers or remedies available to us.

Notes



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VAT No. 8292890q

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First Active plc is regulated by the  
Financial Regulator.



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