

SPECIAL TERMS AND CONDITIONS FOR Current Account Offset and Principal Current Account Offset

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions and the Brochures

1. Definitions

In these Special Terms and Conditions, the following terms bear the following meanings;

Account means any and all of the following types of current account offered by us to our Personal Customers: Current Account Offset or Principal Current Account Offset (as the case may be) opened by you with us, designated as an "Offset Account" and governed by these Special Terms and Conditions, the General Terms and Conditions and any other special terms and conditions which apply to that account and "**Accounts**" means all of them;

Agreement means the General Terms and Conditions, the Special Terms and Conditions, the Brochures and any agreement between us and you relating to the Account and as amended from time to time, including any application you completed in respect of the Account and any Brochure or form you signed in respect of our use of your personal information;

Default Rate means the Bank's standard interest rate applicable to the product or the rate for that product as agreed between you and the Bank plus the surcharge rate of interest applicable at the time.

Offset Accounts means all the current and savings accounts which you have agreed with us are to be included in Offsetting Arrangements with an Offset Mortgage;

Offsetting Arrangements means arrangements whereby the debit balance on an Offset Mortgage Account is offset by a credit balance on a current

or savings account for the purpose of calculating interest payable on the Offset Mortgage Account and receivable on the current or savings account;

Offset Mortgage means an offset Mortgage opened and maintained with us which is to be the subject of Offsetting Arrangements with the Account;

Offset Portfolio means a number of accounts which we have agreed at your request to group together for the purpose of Offsetting Arrangements and which may comprise: (a) up to 6 Offset Mortgages in all of which the borrowers are exactly the same people, without any additions or subtraction; and (b) up to 12 Offset Accounts of which all the Accountholders are exactly the same people, without any addition or subtraction;

Payment Item means cheque, standing order, direct debit, cash withdrawal, card transaction or other payment instructions relating to your Account; and

Special Terms and Conditions means the special terms and conditions applicable to the Accounts as herein contained.

2. Opening and Closing Accounts

2.1 Applications for new Accounts are no longer accepted. The Account is only available to Personal Customers who must be 18 years of age or over (or, in the case of a Personal Access Account, 14 years of age or over). The Account can be conducted in joint names and you can request that we accept the instruction of only one of the joint Accountholders to operate the

Account. If you decide that you wish to terminate joint account instructions, we will continue to debit the Account until any cards and cheque books issued in connection with the Account have been returned to us. Joint Accountholders are jointly and severally liable in respect of any overdraft whether authorised or not.

2.2 The Accounts are only available to customers who take out an Offset Mortgage. While the Offset Mortgage is maintained no person may be a Current Account - Offset, Principal Current Account Offset or Savings Account Offset Accountholder who is not also a borrower under an Offset Mortgage. If at any time this condition is not fulfilled we will close or convert the Account in accordance with Clause 21.2 of the General Terms and Conditions. The new terms and conditions applicable to your account will be advised to you if we convert your account in this way.

2.3 A minimum of one Offset Account is required in addition to the Offset Mortgage Account(s) in order to continue Offsetting Arrangements. In the event of closure of any Offset Accounts where the only remaining Offset Account is the Offset Mortgage Account, you will be required to transfer your mortgage to an alternative Mortgage offering.

3. Payments from your Account

3.1 Payments will be made from your Account provided they are authorised by you in a way agreed between us and there are sufficient funds in your Account or the payments are covered by

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- 3.2 You can make payments from your Account by Direct Debit or standing order. In the case of a Direct Debit, receipt by us of a signed Direct Debit mandate or such other documentation/information which we may in our discretion request will be your authorisation of a payment by Direct Debit. In the case of a standing order your signed instruction (in such form as we may specify) to set up the standing order shall be your authorisation of a payment by standing order. To avail of these Payment Services we will ask you to give us a Unique Identifier to enable us to identify each payee.
- 3.3 We may provide you with access to our Direct Banking services, eBanking and 24/7 Telephone Banking . Before you can use either of these services you will have to agree to the Special Terms and Conditions that apply to each service. Those Special Terms and Conditions describe how payments can be made by you, what information you must give us to make a payment and how to keep your Payment Instrument(s) safe and secure.
- 3.4 We may give you a Payment Instrument which you can use to make payments from your Account. Before you can use your Payment Instrument to make payments from your Account you will have to agree to the Special Terms and Conditions which apply to the Payment Instrument. Those Special Terms and Conditions describe how payments can be made by you and how to keep your Payment Instrument safe and secure.

4. Standing orders and Direct Debits

- 4.1 You may cancel a standing order authority or stop an individual payment by notifying us in writing. Any payment which is due to be debited to your Account after receipt of your instructions will be dealt with accordingly (in such circumstances you must always inform the originator or payee of the Direct Debit directly).
- 4.2 Our authority to pay Direct Debits on your behalf may be cancelled by you notifying us in writing, but you must let us know as soon as possible and at least the business day before the Direct Debit is scheduled to be debited from your Account. Any Direct Debit received by us after receipt of your instruction will not be paid.
- 4.3 We may decide not to pay a Standing Order or Direct Debit if it would cause your Account to become overdrawn without our agreement.

5. Interest

- 5.1 Interest is only earned where the combined balance of your Offset Accounts exceeds the outstanding balance on your Offset Mortgage Account. Otherwise any credit balance on these Accounts will be used to offset against the Offset Mortgage debit balance Subject to such conditions as we may impose from time to time, we will pay interest on cleared credit balances.
- 5.2 The interest to be paid by you under the Offset Mortgage, and applied by us to the Offset Accounts, within the same Offset Portfolio will be reduced for any day in which there is a credit

balance in any of the Offset Accounts which does not exceed the outstanding balance under the Offset Mortgage account. The interest for each Offset Portfolio will be calculated as follows:

- (a) We will calculate the total credit balance in the Offset Accounts based on the balance(s) on which interest would normally be available at close of business at the end of each day [Credit Balance]. No offset is available on any Offset Account debit balance(s);
- (b) We will work out the difference at the end of each day between the total amount owed on the Offset Mortgage(s) [Total Amount Owed];
- (c) If the Total Amount Owed exceeds the Credit Balance no interest will be paid for that day on the Credit balance and interest on the Offset Mortgages will be charged for that day on the difference;
- (d) Where there are several Offset Mortgages and the total Amount Owed exceeds the Credit Balance, the excess will be apportioned to the various Offset Mortgages for the purpose of calculating interest in the following order:
 - (i) according to the interest rate allowed on the Offset Mortgages, lower rate before higher rate;
 - (ii) in the event that they are equal according to the date on which each Offset Mortgage was created, later before earlier; and
 - (iii) in the event that they were created on the same date in account number order, lower before higher.
- (e) If the Credit Balance equals or exceeds the

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Total Amount Owed interest will not be charged for that day on the Total Amount Owed and we will pay interest on the difference in the Offset Accounts at the rate(s) of interest which apply to those accounts;

- (f) Where there are several Offset Accounts and the Credit Balance exceeds the Total Amount Owed, the excess will be apportioned to the various Offset Accounts for the purpose of allowing interest in the following order:
- (i) according to the interest rate allowed on the Offset Accounts, higher rate before lower rate;
 - (ii) in the event that they are equal rate according to the date on which each Offset Account was opened, later before earlier; and
 - (iii) in the event that they were created on the same date in account number order, lower before higher.

6. Interest on Credit Balances

- 6.1 Interest on cleared credit balances will be calculated on a daily basis at the prevailing Current Account Offset or Principal Current Account Offset rate (as appropriate). Interest will be credited to your Account on the last Business Day of each month.

7. Overdrafts and Interest on Debit Balances

- 7.1 The Account should be operated in credit, or within an agreed credit facility, if applicable.
- 7.2 Borrowing can be arranged by overdraft on your Account. The limit and interest rate, and any security required by us, will be a matter for

discussion and arrangement with your Account Manager. Arrangement or renewal fees may be charged for establishing/renewing an overdraft facility. Details of these charges will be provided at the time the facility is discussed.

- 7.3 Any overdraft agreed will be confirmed by facility letter detailing the terms of the arrangement.
- 7.4 If your Account is overdrawn with our prior agreement, interest will be calculated on the overdraft up to the agreed limit at the rate agreed with us as detailed in the facility letter.
- 7.5 If your Account is overdrawn without first obtaining our agreement, or an agreed overdraft limit is exceeded, interest on the unauthorised overdraft will be calculated at the Default Rate or, where applicable, at the rate previously advised to you in the facility letter for unauthorised borrowing. Our Default Rate may vary in accordance with the General Terms and Conditions and is published on our website www.danskebank.ie. Charges may also be payable as set out in the applicable Brochure.
- 7.6 Unless we have agreed other terms with you in writing, we reserve the right to require immediate repayment at any time of all sums owing to us on your Account and/or to withdraw or reduce at any time any agreed overdraft facility.
- 7.7 You may repay the overdraft at any time without penalty.
- 7.8 We will not increase your overdraft limit unless we have first discussed the position with you and we consider it appropriate to do so.
- 7.9 In the case of the death of one party to an

overdrawn Account, the survivor(s) will be jointly and severally responsible for the debt. This means that you and the other parties are liable together and also individually for these sums. The estate of the deceased person will also have liability.

- 7.10 If we decide to make payments from the Account or pay cheques when there are insufficient funds, any overdraft created is classed as unauthorised. This is also the case when you exceed any agreed overdraft limit. If we make such a payment from the Account, it does not imply that we will do this again on any future occasion and any such payments do not imply an agreed overdraft arrangement with you.
- 7.11 Where applicable debit interest will be calculated on a daily basis on the cleared debit balance. Debit interest will be charged quarterly in arrears.
- 7.12 Debit interest will be calculated on unauthorised borrowing. This will be done on a daily basis on the cleared debit balance and charged quarterly in arrears.
- 7.13 Where appropriate, written details of fees and debit interest incurred on your Account during the previous charging period will be sent to you at least ten Business Days before the fees and interest are deducted from your Account.
- ## 8. Termination
- 8.1 This Agreement is of an indefinite duration i.e. it will continue until you or we terminate it in accordance with Clause 4 of the General Terms and Conditions