

# Affinity Credit Card Conditions of use

Effective January 2018

The use of your Card is governed by these Terms and Conditions. When you use your Card you are deemed to have accepted these Terms and Conditions.

## a) Definitions used in this Agreement.

**"Account"** means as set out in Condition No. 8 "How your Account Works" below.

**"Additional Cardholder"** means a person to whom we issue a Credit Card on the Credit Card Account at the request of a Principal Cardholder.

**"Balance Transfer Rate"** means as set out in Condition No. 9 (d).

**"Bank"** "us" "we" and "our" means the Governor and Company of the Bank of Ireland having its Head Office at 40 Mespil Road, Dublin 4, Ireland and its successors, assigns and transferees.

**"Banking Day"** means any day on which we are open for business in the Republic of Ireland other than a Saturday, Sunday, or Bank Holiday; and "non-Banking Day" means any other day.

**"BIC"** means Bank Identifier Code

**"Card Carrier"** means the letter from us to you with which we enclose the Credit Card.

**"Cash Advance"** means when you use the card to receive cash or cash substitute (e.g. travellers cheques).

**"Chip"** means an integrated circuit embedded in the Credit Card.

**"Consumer Credit Law"** means law, regulation and legally binding codes which apply to this agreement including the Consumer Credit Regulations (i.e. the regulations implementing the Consumer Credit Directive (2008/48/EC) in Ireland).

**"Contactless"** means a payment method which may be offered by a Retailer for completing transactions. This payment method uses Near-Field Communications (NFC) meaning the Card is held close to the card reader rather than inserted into a POS terminal.

**"Credit Card"** means the credit card(s) issued by us to you or to an Additional Cardholder.

**"Credit Limit"** means the maximum amount that you are allowed to have outstanding on your Account at any time, as detailed on your monthly credit card statement.

**"Cut-Off Times"** means the relevant point in time during any Banking Day after which any payment, or payment order, received will be deemed to have been received on the next Banking Day.

**'Direct Debit'** is an instruction from a customer authorising a third party (known as an originator) to collect variable amounts from their account on a notified date ("the Direct Debit Collection Date").

**"Group"** means all of the separate legal entities that comprise the Bank of Ireland Group.

**"IBAN"** means International Bank Account Number

**"Instalment Plan"** is a feature of the Credit Card described in Conditions 39 – 50.

**"Payment Machine"** means a machine that accepts a Credit Card as payment for a transaction.

**"PIN"** means your personal identification number for you to use with the Credit Card.

**"Principal Cardholder"** means the Credit Card Account holder.

**"Rates, Fees and Charges Table"** means the table of Rates, Fees and Charges which are included in this document or which we make available to you separately.

**"Retailer"** means a supplier of goods or services or cash advances other than us.

**"Schemes"** refers to MasterCard and Visa schemes.

**"Statement"** means a paper or electronic statement (eStatement) issued by us, in respect of the Account.

**"you", "your(s)"** means the Principal Cardholder.

**"3D Secure"** means a protocol used as an added layer of security for online credit card transactions

**"3D Secure Password"** means your personal password for you to use 3D Secure.

## b) The Credit Card

1. (a) This document is important. It governs your use of the Credit Card. You must not use the Credit Card in a way that breaks this Agreement. We must observe Consumer Credit Law in our dealings with you.
  - (b) The Rates, Fees and Charges Table and the Card Carrier form part of this Agreement.
2. The Credit Card belongs to us. This means we may take it back at any time. If you are asked, you must return the Credit Card immediately to us.
3. The Credit Card and its PIN are only to be used by you. We see use of the PIN with the Chip Credit Card as proof that you personally carried out the transaction(s) or were in breach of Clause 6(ii) and/or Clause 27 (a), (b) or (c).
4. If you are a Principal Cardholder you must be at least 18 years of age and accept that you will be fully liable for all transactions on the Account, including those made by a secondary/additional cardholder on the Account.
5. The Bank may at any time cancel or refuse to renew the Credit Card.
6. You must:
  - (i) sign the Credit Card as soon as you receive it from us
  - (ii) You must keep your PIN and 3D Secure Password a secret, memorise it, and take all reasonable precautions to prevent anyone else knowing it or using it. You should never write down the PIN or the 3D Secure Password.
  - (iii) always protect the Credit Card. Take all reasonable precaution to ensure the Credit Card is not lost, mislaid or stolen
  - (iv) not go over the credit limit assigned to you
  - (v) not assume that you can continue to use the Credit Card if you have broken any of the terms and conditions of this Agreement (you should return the Credit Card to us if you have)
  - (vi) not use the Credit Card before the "valid from" date or after the "until end" date shown on it
  - (vii) not use the Credit Card if we cancel or withdraw it
  - (viii) never use your Credit Card as payment for anything illegal.

## Credit limit

7. We will not increase your Credit Limit unless you request an increase but reserve the right to decline any such request. We may reduce your credit limit at any time if:
  - (a) you breach any of these terms and conditions or
  - (b) we give you 2 months' notice in writing.
 If your Card is used for a transaction which would bring the outstanding debit balance in excess of the Credit Limit, we reserve the right to authorise or decline such transactions.

## c) How your Account works

This Part (c) of the Agreement applies to you if you are a Principal Cardholder only.

8. We open a Credit Card Account (the "Account") for you where you are a Principal Cardholder. We record all of the transactions including purchases and cash advances carried out with the Credit Card and any Additional Cards on the Account. We deduct interest, fees, charges, Government Stamp Duty and any other amounts concerning the Credit Card from the Account.

## Interest

9. (a) Interest Rates. The rates of interest which we will charge you are set out in the Rates, Fees and Charges Table. If you owe us interest, we will show you the interest rates and the amount you owe us in your monthly statement.
- (b) Interest Free Periods. If you repay us everything you owe us on the Account as shown on a monthly statement by the payment date we specify in the monthly statement, we will not charge you interest on any purchases or cash advances shown in that monthly statement. Otherwise you forfeit the interest free period and we will charge you

interest, including interest on each purchase, cash advance, unpaid cash advance fee and cross border handling fee from the date of the transaction. We charge such interest at the rate we show you on your latest monthly statements. This rate may differ from the rate in force on the date of the cash advance or purchase.

- (c) Accrual/Payment. Any interest you owe us accrues daily and we will debit accrued interest from the Account monthly.
- (d) Balance Transfers. We charge a reduced rate of interest (the Balance Transfer Rate) on balances you owe to another credit card provide and which you transfer to the Account with our agreement. The Balance Transfer Rate applies in the period which we show in the Rates, Fees and Charges Table. Once this period ends, the standard interest rate for purchases will apply to any part of the transferred balance which you still owe us. The period in which the Balance Transfer Rate applies starts on the date we open the Account. If you transfer a balance after that date, the Balance Transfer Rate will apply for the part of the period (if any) which remains. We may vary the rate of interest for a Balance Transfer but it will always be below the standard interest rate we charge for purchases.

#### Statements and minimum payments

- 10. (a) We will provide you with a Statement at an agreed frequency, generally monthly. Additional Cardholders do not receive Statements.
- (b) Once your Account is registered for 365 Online, you will be provided with eStatements for your Account and will not receive paper copies of documents or statements for your Account. If you request a paper copy of any statement a duplicate fee may be applied.
- (c) You agree that any obligation to provide you with documents or Statements in these terms and conditions or any other terms and conditions agreed between us, shall be satisfied when we provide you with the relevant eStatement or make it available to you.
- (d) Your eStatement can be viewed by you and will be stored by us in accordance with your Banking 365 terms and conditions.
- (e) We will send an email notification to you to the email address you have provided for 365 Online when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this on 365 Online.
- (f) You can at any time opt to be provided with paper documents and statements by editing your preference on 365 Online after which documents and/or statements will be issued in paper. You will need to individually select each account for which you want to receive documents and account statements in paper form.
- (g) Once an account is registered to receive documents and accounts statement in paper form you will continue to receive eStatements for that account. Your paper documents and statements will be provided at the same frequency as eStatements.
- (h) The minimum sum due for payment by you is specified on each Account statement. The minimum sum is the outstanding balance shown on the statement if less than €5 or the greater of €5 or 2.5% of the outstanding balance. You must pay this or more to the Bank within 25 days from your statement date. Failure to maintain monthly minimum payments may result in your Card and the Credit Card(s) of any additional cardholders being declined for further authorisations and no longer accepted for purchases or for use in any ATM. We will also be entitled to charge you a Late Payment Fee in the amount set out in the Rates, Fees and Charges Table.
  - (i) Statements will not be issued where (i) no payment is due by you and
  - (ii) the Account has a credit balance of €5 or less.

#### Payments to your Account

- 11. (a) We will only consider a payment made when it is received by us and credited to your Account. We will apply payments towards what you owe us in the following order:
  - (i) Any monthly payment due to us under a Instalment Plan (oldest first)
  - (ii) Cash advances shown on previous statements or latest statement
  - (iii) Interest on cash advances
  - (iv) Cash advance fees
  - (v) Annual Fees
  - (vi) Insurance premiums
  - (vii) Account Fees and charges other than annual fees and cash advance fees
  - (viii) Interest on any fees and transactions, which you have not paid when due to us, excluding interest on cash advances

- (ix) Purchases shown on previous statements or the latest statement
- (x) Balance Transfers
- (xi) Transactions and amounts you owe us that have not yet appeared on your statement in the same order as above
- (xii) Amounts owing but not yet due under Instalment Plan (oldest first)
- (b) The proceeds of any cheque lodged to the Account in any currency other than euro will be converted to euro at the exchange rate determined by the Bank on the date such transaction is credited to the Account. The charges which apply are shown in the Rates Fees and Charges Table. If the cheque is later returned unpaid, it will be converted back to the original currency at the exchange rate determined by the Bank on the date such transaction is debited to the Account. The Bank will not be responsible for any losses incurred.
- (c) Where you have a direct debit set up to make payments to your Account and you make other payments to your Account
  - (i) more than 4 Banking Days before the Direct Debit Collection Date or
  - (ii) more than 7 Banking Days before the Direct Debit Collection Date for a new Direct Debit, including where you amend your bank details on your Direct Debit.
 The amount to be collected by Direct Debit will be reduced by the amount of any such additional payments made. Any additional payments made after the deadlines set out above will not reduce the amount to be collected by Direct Debit.
- (d) If an amount is paid on to or out of the Account in error, the Bank may make any necessary correcting entry to the Account without the need for approval from you. In certain circumstances the Bank may request your authority to recover a misdirected payment which has been credited to the Account. If your authority is not forthcoming, the Bank will provide such of your details as may be required to the relevant payer in order to assist their recover of such misdirected payment.
- (e) You are not permitted to have a credit balance in excess of €20,000 on the Account and no payments should be made that would place the Account in credit above €20,000. At its complete discretion the Bank may process such payments but, if requested to do so by the Bank, you hereby agree to reduce any such credit balance in accordance with the Bank's request. Where you have been unable to reduce such credit balance within 10 calendar days of the Bank's request to do so the Bank may suspend the operation of the Account until the balance is reduced below €20,000. Notwithstanding the foregoing the Bank may, at its absolute discretion, refund any credit balance in excess €20,000 on the Account to you at any time.

#### Account Transactions

- 12. (a) You shall be responsible for ensuring the correctness and accuracy of all payment orders to the Account and the Bank will have no obligation to check whether the name of the Account or other information provided with the payment order is correct.
- (b) You agree that any incoming payment to the Account made by either you or a third party is determined solely on the basis of the BIC and IBAN or Account Number and Sort Code accompanying the payment. Where the BIC and IBAN or Account Number or Sort Code is incorrectly stated on any such incoming payment, the Bank shall have no liability for the non-execution or defective execution of the payment order to the Account.
- (c) Without liability, the Bank may refuse to act on any incoming or outgoing payment order if the payment order does not contain the BIC and IBAN, or Sort Code and Account Number, or any other necessary unique identifier of the beneficiary. In the event that the Bank refuses to process any such outgoing payment order, the Bank will advise you accordingly.
- (d) In respect of payments instructions, the date of receipt of such payment instructions ("D") will, subject to any applicable Cut-Off Times, be that Banking Day where the payment instruction is received by the Bank. If the payment is in Euro, and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within one banking day of D (D+1). If it is a crossborder payment in Sterling, or other EEA Currency (non-euro), and the financial institution of the payee is located in the EEA, we will ensure that the financial institution of the payee will receive the payment within three banking days of D (D+3). Where the payment instruction is submitted on paper, the processing time may be an extra banking day ((D+2) and (D+4)). Any other payment instructions may take longer to process.

- (e) In respect of payments into the Account, (credit payments), the Account will, subject to applicable Cut-Off Times, be credited with the amount of any such payment on the same Banking Day as the payment is received by the Bank, save where the date of receipt is not a Banking Day in which circumstances the Account may not be credited until the next Banking Day.

#### Disputed or Unauthorised Transactions

13. (a) The Bank recommends that you retain all vouchers/counterfoils to check them against their monthly statements. You must advise the Bank without undue delay, and no later than thirteen (13) months after the transaction date, of any unauthorised or incorrectly executed transactions. You may advise us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com)
- (b) In the case of a dispute between you and the Bank regarding a transaction, the books and records kept by or on behalf of the Bank (whether on paper, microfilm, by electronic recording or otherwise) shall, in the absence of manifest error, constitute sufficient evidence of any facts or events relied on by the Bank in connection with any matter or dealing relating to the Account.
- (c) In the event of an unauthorised transaction out of the Account, the Bank will, subject to 13(d) and 13(e) below, refund the amount of such unauthorised transaction and will restore the Account to the state it would have been in but for the unauthorised transaction.
- (d) Where such unauthorised transactions have resulted from the loss, theft or misappropriation of the Credit Card, PIN or 3D Secure Password and where it was reported to the Bank without undue delay you will be liable for such unauthorised transactions up to a maximum of €50, except where it was undetectable to you, in which circumstances you will have no liability.
- (e) Where any unauthorised transactions arise as a result of any fraud by you, or because you have failed intentionally, or because of gross negligence on your part, to fulfil your obligations under these Conditions of Use, you shall be liable for the full amount of such unauthorised transactions.
- (f) In the event of any incorrectly executed transaction resulting from the acts or omissions of the Bank, the Bank will refund the amount of such incorrectly executed transaction and will restore the Account to the state it would have been in had the incorrectly executed transaction not taken place. If it is later determined that you were not entitled to the refund, the Bank will be entitled to recover it from your account without further reference to you.
- (g) If you use the 3D Secure service, such use will constitute acceptance of the terms and conditions of 3D Secure. These terms and conditions can be found at [www.bankofireland.com](http://www.bankofireland.com)
- (h) If you use the 3D Secure service, you agree that we can conclude that the transaction was made by you.
- (i) In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you and/or the relevant cardholder via phone call, SMS message or email as appropriate. If we deem it necessary we may block your Account and/or any card issued on the Account and will advise you and/or the relevant cardholder of the block and how it may be removed.

#### d) How the Credit Card works

##### PIN Machines & ATMs

14. The Credit Card may be used in conjunction with the PIN at an ATM displaying the appropriate Credit Card symbol. If you use the Credit Card to withdraw cash from an ATM, daily limits will apply. The daily limit is determined by us and we may vary it at any time. These amounts are available on request at any time. The transaction limit can also vary depending on which financial institution owns the ATM and date of use. We are not obliged to provide ATM facilities and do not have to notify you if we withdraw any ATM or limit its hours of use. The Bank shall not be liable for any loss or damage resulting from failure or malfunction of an ATM or a credit card.

##### Contactless transactions

- 14.1(i) This clause applies when the Card has been enabled by us to allow you to carry out Contactless transactions.
- (ii) You can use the Card to make purchases for small amounts without using the Chip and Pin.
- (iii) When making a payment using a Contactless Card reader you must place your Card against the reader in the retail outlet. The Card will be

detected and the payment is completed without you entering your PIN. From time to time, for your security we may ask you to conduct a Chip and PIN transaction in which case you must insert your Card and enter your PIN.

- (iv) There is a limit on the value of each Contactless transaction set by the MasterCard Scheme. Full details of this limit are contained in the Schedule of fees and charges for personal customers which is available at any branch of Bank of Ireland or at [www.bankofireland.com](http://www.bankofireland.com).

#### Retailers

15. You may use the Credit Card in conjunction with the PIN at a Payment Machine. To authorise a transaction the Cardholder must enter the PIN on the PIN pad attached to the Payment Machine. The amount of the transaction must be confirmed with the retailer at the time of authorisation. The PIN shall not be required to authorise a telephone, mail order or internet transaction, generally known as a cardholder not present transaction. The 3D Secure Password will be required to authorise online credit card transactions with participating merchants.
- 15.1 If we authorise a payment for you to a Retailer this will immediately reduce the available credit on your Account by the payment amount.
- 15.2 Some Retailers will apply for a pre authorisation for a payment when you give them your Card number (for example, if you hire a car or book a hotel room). The pre authorisation amount will reduce the available credit on your Account.
16. In no circumstances will the Bank be liable for the refusal of a Retailer to accept or honour the Credit Card. In some cases it may become necessary for a Retailer to obtain specific authorisation from us to honour the Credit Card for a particular transaction even though the amount of that transaction is within your credit limit. If we give the Retailer such an authorisation, it will reduce the available balance of your credit limit.
17. Sometimes, as part of our system to protect you against fraud, we issue a "referral" message to a Retailer requiring the Retailer to contact the Bank to ensure it is you who have presented the Credit Card. If the Retailer fails to do so and refuses to process the transaction, we are not liable.
18. Where a Retailer wishes to refund you for a purchase you made using the Credit Card we will only credit the Account with the refund on receipt of a properly issued refund voucher or other appropriate verification of the refund by the Retailer and until so credited the Account will be payable in full. Refunds are not treated as payments made to the Account and therefore will not be reflected in the current statement amount due for settlement. The full amount due on the statement must be settled in the normal manner to ensure you maintain the interest free period and any refund received will be recognised and taken into account in the following Statement. We are not responsible for any goods and/or services that we do not supply. We will have no dealings with a Retailer on your behalf in connection with goods or services supplied by a Retailer.
19. Where you have authorised a Retailer to charge regular or recurring payments to your Credit Card, and you now wish to cancel that authority, you must send a written cancellation notice to the Retailer, and should keep a copy of the letter. Without such a cancellation notice, the Retailer will remain authorised to charge payments to your Credit Card, and we will be unable to block or refund any such payments.

#### Limits & Rules Abroad

20. You can use the Credit Card outside Ireland. If you use the credit card abroad it means you are subject to the limits on card usage and to the laws and regulations applicable to the jurisdiction you are in.
21. The amount of any purchase or cash advance in a currency other than euro will be converted into euro at a rate of exchange determined by the Schemes. A Cross Border handling fee is payable on such transactions as is detailed on the Table of Rates, Fees and Charges which accompanies the application form for Credit Cards and also on the Table of Rates, Fees and Charges shown on the Credit Agreement.

#### Additional Cardholders

22. (i) You may request us to issue an additional Credit Card on the Account, with a separate PIN for use by a person nominated by you (an "Additional Cardholder"). There is no obligation on us to do so but if we do, the additional Credit Card will be subject to these terms and conditions;
- (ii) We may restrict the number of Additional Cardholders permitted on the Account at any time.
- (iii) To comply with our obligations regarding anti-money laundering, fraud prevention and the prevention of the financing of terrorism we may require

documentation satisfactory to us to evidence the identity and current permanent address of any person you propose to be an Additional Cardholder.

- (iv) Additional Cardholders will be bound to observe these terms and conditions to the extent that they apply or are relevant. It is your responsibility to furnish the Additional Cardholder with a copy of these terms and conditions and any subsequent amendments or replacement terms and conditions. You must ensure that the Additional Cardholder complies with these terms and conditions. We will issue additional Credit Cards to the address of the Principal Cardholder.
- (v) Transactions carried out by an Additional Cardholder will reduce the available balance on your Credit Limit and are included in the Credit Limit. There is no limitation on the value of transactions or cash withdrawals. Additional Cardholders can carry out using their additional Credit Card.
- (vi) You are responsible for all transactions carried out by Additional Cardholders and are fully liable to pay us all amounts outstanding on the Account.
- (vii) You give us authority to pass on information about the Account or transactions to any Additional Cardholder by electronic or other means. By accepting an additional Credit Card, Additional Cardholders authorise us to pass on information about transactions effected using the additional Credit Card to the Principal Cardholder by electronic or other means. However, no amendments to the Account details or variation of the Credit Limit will be accepted from an Additional Cardholder.
- (viii) We may at any time cancel, suspend or block an additional Credit Card issued to an Additional Cardholder. We will cancel an Additional Card at any time if you request us to do so but we may require you to return it to us first (cut in half vertically through the Chip).

#### If you lose the Credit Card

- 23. You must tell us immediately if the Credit Card is lost or stolen or if the PIN or 3D Secure Password becomes known to any unauthorised person. Call Card Services 1890 706 706 or call +353 56 7757007 (if outside Ireland). You may also contact us free of charge via the Freephone number listed on our website [www.bankofireland.com](http://www.bankofireland.com). You must also confirm this in writing to us if we request you to. The Credit Card issued to you and any issued to any Additional Cardholder must not be used once you have given us this notification.
- 24. You must give us, or anyone we appoint to investigate, all available information as to the circumstances of the loss or theft of the Credit Card, or the disclosure of the PIN and/or 3D Secure Password and must take all reasonable steps to assist us, or any investigator to recover the missing Credit Card. We may need to give information concerning the loss or theft of the Credit Card to appropriate persons and entities and by applying for and accepting the Credit Card you consent to that.
- 25. If you retrieve a Credit Card which has been reported as being lost, stolen or liable to misuse, it must not be used but must be sent immediately (cut in half vertically through the Chip) to Bank of Ireland Credit Cards, PO Box 1102, Dublin 2.
- 26. Once you have reported the loss or theft of the Credit Card to us, you will owe us nothing for any transactions carried out after your report.

#### If you need a replacement Credit Card

- 27. Generally, we will replace any Credit Card that expires or is lost or mislaid. We will not replace a Credit Card where you or we have terminated this Agreement or cancelled the Credit Card or for security reasons.

#### If you want to return the Credit Card

- 28. You can return the Credit Card to us at any time. You will continue to owe us money for the use of any additional Credit Cards on your Account so you should make sure you return those too. You should destroy all Credit Cards by cutting them in half vertically through the Chip. Send the Credit Card(s) back to Bank of Ireland Credit Cards, PO Box 1102, Dublin 2. Be aware that even though you return the Credit Card(s) you will still be liable for Government Duty relating to the Account. You should also ensure that you cancel any direct debits with third parties by writing to them. If you do not do so you will be liable for amounts charged to the account.

#### Termination

- 29. (a) You may cancel this Agreement at any time by sending a written notice to the Bank and provided you pay us everything you owe us in

connection with the Credit Card and return the Credit Card and any additional Credit cards to us as set out in Clause 22 above.

- (b) The Bank may cancel this Agreement at any time on two months notice to you.
- (c) In addition to the general right to cancel as set out above, and without any liability to you, the Bank may cancel this Agreement or, at the discretion of the Bank, may immediately block the use or operation of the Credit Card if:-
  - (i) you die or lose contractual capacity,
  - (ii) become bankrupt;
  - (iii) become insolvent (under Irish or other law);
  - (iv) you seek legal protection from your creditors or enter a composition or settlement agreement with your creditors whether under a statutory scheme or otherwise,
  - (v) you have failed security checks in a manner that the Bank deems unacceptable; or
  - (vi) there is a reasonable suspicion of unauthorised or fraudulent activity on the Credit Card; or
  - (vii) there has been a breach of these terms and conditions by you.
 Where any Credit Card is so closed or blocked, you will be notified and, where the Credit Card is blocked, you will be advised as to how the block may be removed.

#### e) General Conditions

- 30. We recommend you read all statement inserts and statement messages as they often contain information of importance to you including notices of changes to this Agreement.
- 31. Where we owe you money we may set off the sum we owe you against anything you owe us in respect of the Credit Card, without your consent and without the need to notify you. Note: if you have any account in credit with us we owe the balance to you and it is covered in this clause. We may also combine and consolidate your accounts with us.
- 32. If we do not exercise our rights against you following a breach of this Agreement our rights do not change.
- 33. We will not be liable for any delay or failure in performing any of our obligations in respect of the Credit Card where it arises directly or indirectly from an Act of God, civil disturbance, industrial dispute or any circumstances beyond our control.
- 34. You accept that we may disclose information and details of the Account and related matters to person(s) who enter into a contract to provide services to us which help us provide Credit Cards to customers.

#### f) Amendment of Terms and Conditions

- 35. (a) We reserve the right to introduce new Terms and Conditions or to vary the existing Terms and Conditions including by varying fees and charges or introducing new ones. If we do so we will inform you of the changes in a way we deem appropriate. If we change or add to these terms and conditions and you do not wish to accept the change you may end this Contract (there will be no charge for ending it) and close your Account but first you must pay us any money, interest, fees, charges or Government Duty that you already owe in connection with your Account. If you do not ask us to end this contract you are deemed to accept the changes which we tell you about on their effective date.
- (b) We reserve the right to vary any interest rate relating to the Credit Card and/or the Account. If we do so we will inform you of the changes (in a way we deem appropriate, except when the change is to your benefit. If the change is to your benefit we may make the change immediately and inform you of the change afterwards).

#### g) Law and Jurisdiction and Language

- 36. (a) This Agreement is subject to Irish Law and the Courts of Ireland have jurisdiction in connection with it and the Credit Card.
- (b) We will communicate with you in English in relation to the Credit Card and this Agreement.

#### h) Making a Complaint

- 37. If you wish to make a complaint you may do so by writing to us at Group Customer Complaints, Bank of Ireland, New Century House, I.F.S.C, Lower Mayor Street, Dublin 1, D01 K8N7. If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email. In the event that

you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2.

#### i) Supervisory Authority

38. We are regulated by the Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2.

#### Instalment Plan Terms and Conditions

Please read carefully before availing of the Instalment Plan Feature. You can avail of an Instalment Plan feature on your Credit Card. The terms and conditions of the Instalment Plan are detailed below and these form part of this Agreement.

Ring us at 1890 251 251 if you wish to put a purchase on an Instalment Plan.

39. The Instalment Plan is a feature of the Credit Card, which allows you repay us for larger purchases of goods and services made with the Credit Card together with interest at the Instalment Plan Interest Rate, over a 12 month period Instalment Plan.
40. There are restrictions on the type of transactions that can be put on an Instalment Plan. You cannot put the following transactions on an Instalment Plan:
- cash advances
  - any transaction which is not the purchase of goods or a service
  - any amounts automatically debited from the account under this Agreement including fees, charges, Government Stamp Duty, card protection or payment protection insurance
  - any balance transferred to a deposit or savings account
  - any purchase which would cause you to break this Agreement including any purchase/transaction which would cause you to exceed your credit limit
  - any purchase attempted after you break this Agreement
  - any purchases which are in dispute
41. You can have up to two purchases on an Instalment Plan at any one time.
42. You cannot put a purchase for less than €500 on an Instalment Plan.
43. You can only put a purchase shown on your latest Credit Card statement on the Instalment Plan and you cannot do so once an amount shown in the statement has already become due for payment. We may allow you to put a purchase shown on other monthly statements on an Instalment Plan as an exception to this rule but if we do all the other rules will still apply.
44. The total of all Purchases you put on Instalment Plans may equal up to 80% of the credit limit applicable to the Credit Card. We will not permit you to exceed this limit.

#### Instalment Plan Interest Rate and how it works

45. The Instalment Plan Interest Rate is the rate of interest that we apply to purchases moved to an Instalment Plan. This rate is specified on the Rates Fees and Charges Table. This rate is variable and subject to change. The Instalment Plan Interest Rate will always be less than the general interest rate for purchases you make with the Credit Card. Ring us at 1890 251 251 if you wish to put a purchase on an Instalment Plan. We will let you know the Instalment Plan Interest Rate and the monthly repayment amount that will apply before you commit to an Instalment Plan.
46. Once you put a purchase on the Instalment Plan, interest at the Instalment Plan Interest Rate accrues daily on the amount you owe us on the Instalment Plan as it reduces over the period of the Instalment Plan. We will include details of each Instalment Plan in force on your monthly statements.

#### Payment & Termination of Instalment Plan

47. You must pay us each instalment of principal and interest under each Instalment Plan on the dates specified by us. If you fail to do this, you will break this Agreement.
48. We can end an Instalment Plan whenever you break this Agreement but we must observe the requirements of Consumer Credit Law if we do this.
49. If an Instalment Plan is ended by you or by us, we will apply interest at the standard rate for purchases made with the Credit Card to amounts removed from the Instalment Plan and these amounts will be added to the purchases which you must repay us as set out in condition 9 above.
50. You can end an Instalment Plan whenever you wish by ringing us at 1890 251 251 or writing to us.

#### Card Protection Plan (CPP)

51. CPP Cover is provided by Homecare Insurance Limited, an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. Homecare Insurance Limited operates in Ireland under EU freedom of movement provisions and has chosen Irish law to govern your policy. The premium payable (including Stamp Duty payable on the issue of the policy) is set out on your application for cover. Complaints should be addressed to The Complaints Manager, Homecare Insurance Limited, PO Box 3899, Dublin 1, Ireland. If you remain dissatisfied, you may then refer your complaint to the UK Financial Ombudsman Service.

**CPP is unavailable for sale as an option since February 2012.**

### Information about your Distance Contract pursuant to the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004

#### About us

The credit card issuer is The Governor and Company of the Bank of Ireland (the "Bank" or "Bank of Ireland"). The Bank's principal business is the provision of financial services. The Bank's Head Office is at 40 Mespil Road, Dublin 4. The Bank's Registered Number in the Companies' Office is C-1 and its VAT number is IE8Y42002P. If you wish to contact the Bank in connection with the credit card, please write to Bank of Ireland Credit Cards, PO Box 1102, Dublin 2, or contact us on 1890 251 251. Bank of Ireland is regulated by the Central Bank of Ireland.

#### Description of Financial Service

The financial service being supplied by the Bank is a credit card. A credit card may be used, subject to the credit limit agreed between the Bank and the cardholder, to purchase goods or services or obtain cash advances. The Bank will provide the cardholder with a monthly statement showing all transactions which have taken place on the account.

#### Fees and Charges

Interest rates and charges are as set out in the is brochure, your credit card agreement and in the "Personal Credit Cards - New Accounts, Rates Fees and Charges" provided with this brochure. Government stamp duty (currently €30) applies annually to the credit card account. Payment may be made by direct debit, Bank of Ireland 365, ATM, post or in a Bank branch. We reserve the right to vary the interest rate, fees and charges relating to the Credit Card and/or the Account including any shown in the Rates, Fees and Charges Table. If we do so we will inform you of the changes (in a way we deem appropriate, except when the change is to your benefit. If the change is to your benefit we will make the change immediately and inform you of the change afterwards). We will notify you of any interest rate change before it comes into effect. From the day of account opening certain fees will apply which are outlined in the "Personal Credit Cards - New Accounts, Rates Fees and Charges" provided with this application.

#### Your Right to Cancel/Termination

You have the right under the Consumer Credit Regulations to withdraw from the Credit Agreement within 14 days of the receipt of the Credit Agreement. You will be liable for all transactions and all associated charges on your credit card account whether they arise during the 14 day period or not and you must pay these and anything else you owe us in connection with the Credit Card in full by the date which falls 30 days after the date of your withdrawal notice. If you cancel the credit card agreement your purchase/ payment protection insurance, if any, will also be cancelled. If you wish to cancel your card protection insurance, if any, you will need to contact Homecare Insurance Limited at PO Box 3899, Dublin 1. If you do not cancel the agreement during the 14 day period it will continue until it has been terminated under the Credit Agreement. Subject to the provisions of the Consumer Credit Regulation, the Bank may at any time cancel or refuse to renew or replace the credit card. The circumstances in which the Bank can terminate the credit agreement are set out in the Credit Agreement contained in this document.

**Governing Law and Language**

The Credit Card Credit Agreement the establishment of legal relations between you and us in connection with the Credit Card will be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection with such matters. The English language will be used for the purpose of interpreting the Conditions of Use and for all communication in connection with the credit card.

**Making a Complaint**

If you wish to make a complaint you may do so by writing to us at Group Customer Complaints, Bank of Ireland, New Century House, I.F.S.C, Lower Mayor Street, Dublin 1, D01 K8N7. If we cannot resolve your complaint within five Banking Days, we will respond to your complaint in writing, or, if we hold an email address for you, you agree we may respond by email. In the event that you are not satisfied with our response you can refer the matter to the Financial Services Ombudsman by writing to The Financial Services Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2.

**Warning about Missing Payments**

If you fail to make your monthly payment to us your credit card may be declined and/or we may terminate the Credit Agreement. This may mean, for example, that the Credit Card will not be accepted for purchases or at an ATM. You may also have to pay us a late payment fee (see the Rates, Fees and Charges Table on previous page). Your credit rating may be affected.