

# Aer Credit Card

Conditions of use

# Aer Credit Card Rates, Fees & Charges Table\*

Effective from 1st June 2018.

\*Interest rates and fees are correct at time of printing and are subject to change.

## Interest Rates Applicable

	Typical Variable APR's	Variable Interest Rate			Fixed Interest Rate	
	Purchases	Purchases	Cash Advances	Instalment Plan	Balance Transfers	Introductory Rates on Purchases
Aer Credit Card	26.6%	16.12%	21.36%	6.7%	0% for first 7 months	0% for first 6 months

APR quoted is inclusive of a monthly account fee of €7.99.

Representative example of Aer Credit Card purchase at standard interest rate of 16.12% variable. Typical Annual Percentage Rate (APR) of 26.6% variable including annual Government Stamp Duty of €30 and an Annual charge of €95.88 (this is made up of 12 monthly charges of €7.99). Assuming purchase of €3,000 repaid in equal instalments over a 12 month period. The total amount repayable by customer is €3,387.90 which includes initial purchase of €3,000 and a total cost of credit of €387.90.

## Fees and Charges Applicable

<b>Unpaid Cheques/Direct Debits/ Standing Orders:</b>	€5.00
<b>Cross Border Handling Fee:</b> Transactions in Euro All other transactions	No charge 2.25% of value of transaction
<b>Cash Advance Fee<sup>1</sup>:</b> Transactions in Euro  Non Euro Transactions	1.5% subject to a minimum of €2.54 per transaction. A Cash Advance fee of 1.5% will be applied to the Euro converted amount including the 2.25% Cross Border Handling Fee referred to above, subject to a minimum of €2.54 per transaction.
<b>Monthly Account Fee:</b>	€7.99 charged monthly
<b>Government Stamp Duty:</b>	€30.00 charged annually.
<b>Foreign Cheques:</b>	A processing fee of 1%, minimum €1.27 and maximum €6.35 will be charged where payment to a credit card is made by foreign cheque.
<b>Copy Statement Fee:</b> For the 1st page of each individual statement: For each subsequent page of statement:	€3.80 €2.50
<b>Late Payment Fee</b>	€7.50
<b>Overlimit Fee</b>	€7.50

<sup>1</sup>No Cash advance fee applies if the account is in credit or has a zero balance after cash withdrawal is processed.

# 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 your Credit Card Agreement. Government stamp duty (currently €30) applies annually to the credit card account. Payment may be made by direct debit, through Digital Banking, at a Lodgement ATM, by 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 of the Credit Card Agreement. If we do so we will inform you of the changes beforehand (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).

## Your Right to Cancel/Termination

You have the right under the consumer credit law to withdraw from the Credit Card Agreement within 14 days of the receipt of the Credit Agreement. If you want to withdraw from the Credit Card Agreement please write to us at Bank of Ireland Credit Cards, PO Box 1102, Dublin 2. 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 do not cancel the agreement during the 14 day period it will continue until it has been terminated under the Credit Card Agreement. Subject to provisions of consumer credit law, 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 Card Agreement are set out in the Conditions of Use contained in this document.

## Governing Law and Language

The Credit Card Agreement (which is 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

We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website ([www.bankofireland.com](http://www.bankofireland.com)). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad). 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 and Pensions Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

## 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 Card 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 in the Credit Card Agreement). Your credit rating may be affected.

# Aer Credit Card

## Conditions of Use

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

### a) Definitions used in this Agreement

**“365 Online”** means our internet banking service accessed through a web browser.

**“Account”** has the meaning given 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”** means when you use your Credit Card to transfer balances you owe to another credit card provider to the Account with our agreement.

**“Balance Transfer Rate”** has the meaning given in Condition No. 9 e).

**“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.

**“Bank of Ireland Mobile Banking”** means the online system which allows you to access and use certain services using a Bank of Ireland app on your mobile, tablet or other devices.

**“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 Credit Card or Card details to receive cash or cash substitute ( for example 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 Payment Machine.

**“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.

**“Digital Banking”** (a) means our present and future online banking services which can be accessed through 365 Online, and Bank of Ireland Mobile Banking; and (b) includes a reference to 365 Online and/or Bank of Ireland Mobile Banking where that makes sense.

**“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. Details on the Bank of Ireland Group can be found at [www.boi.com](http://www.boi.com)

**“IBAN”** means International Bank Account Number.

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

**“Payment Machine”** or **“POS (Point of Sale) terminal”** means an electronic machine that accepts a Credit Card and/or card details 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.

**“Security Credentials”** means the personalised security features we require you or an Additional Cardholder to use now or in future to (a) access your Account through our online, phone and mobile banking channels; and (b) to authorise an Account transaction. Sometimes we will give you the Security Credentials; in other cases we will ask you to choose them. These are examples of Security Credentials: a personal identification number (PIN), password, one time passcode (such as a 3D Secure Passcode), security number or code (for example, those generated by a physical or digital security key), a response to a push notification, your registered device, your fingerprint or other distinctive personal characteristic, or any combination of these features or other ones we require now or in future.

**“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.

**“Third Party Providers”** or **“TPPs”** means any payment service provider that provides payment services to you or someone else that concerns the Account, for example, an AISP (described in Clause 1(c) below).

**“3D Secure”** means system used as an added layer of security for credit card transactions. Examples include, Verified by Visa, Mastercard® SecureCode™. For more information about our 3D Secure service, please see our Frequently Asked Questions at [www.bankofireland.com](http://www.bankofireland.com)

**“3D Secure Passcode”** means your one time passcode sent to your mobile phone by text message (SMS) for use on 3D Secure which you may need to complete a purchase using your Credit Card.

## **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.
- (c) Third Party Providers (TPPs)
  - (i) To use the services of a TPP for your Account, you must be able to access your Account through Digital Banking.
  - (ii) Where we provide your TPP access to your Account, you can choose to allow your TPP to access relevant information from your Account.

For more information on the types of information a TPP can access please see [www.boi.com/PSD2](http://www.boi.com/PSD2)

- (iii) You are not obliged to use the services of a TPP for the Account but, if you do, it is your responsibility to read the terms and conditions of the TPP. It is also your responsibility to understand exactly what information the TPP will be able to access and how it will be used by them. This should all be covered in your agreement with the TPP. A TPP should be registered with any relevant financial services regulator in order to provide payment services to you.
- (iv) A TPP may look for access to your Account, for example, to provide account information services to you. However, we will only allow such access where you have permitted us to allow that.
- (v) It is the responsibility of the TPP to ensure any information it holds about you or your Account is secure.
- (vi) About Account Information Service Providers ("AISP"). If we receive an instruction from an AISP to access information about your Account, we will treat this as an instruction from you.
- (vii) You can instruct an AISP to access and hold details of your Account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the AISP by using our online verification processes and your Security Credentials. Once you have done this, the AISP can make any number of requests for access to your Account for up to 90 days and we will obey those requests. Once each 90 day period passes, you need to authorise us again (in the way set out in this clause) if you wish us to continue to share information on your Account with your AISP.
- (viii) About Card Based Payment Instrument Issuer ("CBPII"). If we receive an instruction from a CBPII to find out whether money is available in your Account to meet a card payment, we will treat this as an instruction from you.
- (ix) Where we provide a CBPII access to an Account, you can instruct a CBPII to access your account by following their procedures (make sure they give them to you). If you do this, you must authorise us to share the information with the CBPII by using our online verification processes and your Security Credentials. Once you have done this, you authorise us to answer a CBPII request to find out whether money is available in your Account to meet a card payment. Once you have authorised us to share such information with the CBPII, the CBPII can make any number of requests for that information (and we will answer them) until you contact the CBPII to cancel your permission to allow them make such requests (you may need to follow their procedures to cancel your permission).
- (x) At any time you wish you can (a) cancel any service that a TPP provides you that concerns your Account; or (b) any consent or permission you give a TPP that concerns your Account. You may have to follow the TPP's procedure to make sure they cancel their service or stop acting on your consent or permission. If you send your TPP a cancellation when we are processing an instruction from them to get access to information about your Account, it may be too late for us to cancel the instruction; and, if so, you permit us to obey it.
- (xi) If you permit a TPP to access your Account we are not responsible for anything the TPP does.
- (xii) We may refuse to process a request from a TPP to provide information where we know, or have reasonable grounds to suspect (a) that you have not authorised a TPP to give the instruction; or (b) that the instruction from the TPP may be fraudulent or given by

mistake. If we can identify the TPP, we will contact you as soon as we reasonably can in a way we choose, unless the law prevents us from doing so or we reasonably believe it would compromise our security measures.

- (xiii) We record the instruction you and any TPP give us. If there is a dispute between you and us or you and a TPP concerning the Account, you agree to accept our records as accurate (unless it is clear we made a mistake).
  - (xiv) You should contact a TPP directly, if you have any queries or complaints regarding the services they provide you.
  - (xv) You agree to cooperate with us and give us information we ask for if you have a complaint about your Account and we suspect that a TPP may be responsible for it, for example, because we suspect it is the TPP's fault that an instruction was not carried out or was carried out wrongly or too late.
  - (xvi) If you use a TPP for services that concern your Account, the TPP will charge their own fees and charges for them. Anything you owe a TPP is in addition to any fees or charges you owe us on your Account.
2. The Credit Card belongs to us. This means we may take it back at any time. If you are asked, you must return any Credit Card(s) immediately to us
  3. We see use of the correct Security Credentials with the Credit Card or card details as proof that your/and or an Additional Cardholder personally carried out the transaction(s) or, if you did not, you or an Additional Cardholder are in breach of a rule in this document concerning the correct use of the Security Credentials or the Credit Card.
  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) keep your PIN 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 Passcode or any other Security Credential you use
    - (iii) always protect the Credit Card. Take all reasonable precaution to ensure the Credit Card and any Security Credential 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 Credit 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

8. (a) We open a Credit Card Account (the "Account") for a Principal Cardholder. We record all of the transactions including purchases and cash advances carried out with the Credit Card on the Account. We deduct interest, fees, charges, Government Stamp Duty and any other amounts concerning the Credit Card from the Account. You give your consent to us using your personal information to provide you with payment services.
- (b) To avoid paper waste, we will send you terms and conditions with the first card we issue on your account. We may not always include terms and conditions with renewal or replacement cards. The most up to date version of the terms and conditions that apply to your Credit Card can also always be found at [www.bankofireland.com](http://www.bankofireland.com). You can also request a copy of your terms and conditions by calling into your local branch.

### 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. Except for the interest free periods described below, we will charge interest on all purchases from the date they are applied to your Account, until the date they are repaid in full. This means that if you pay the balance in full on your current Statement, but have not paid the full balance of a previous Statement, you will be charged interest on your next Statement.
- (b) The rates of interest which we will charge you (other than the Balance Transfer Rate) are variable. This means that we may change them. The interest rates are set by the Bank by reference to one or more of the factors listed here:
- (i) To reflect any change in our cost of funds (i.e. the cost of borrowing the money we use to lend to customers), for example, caused by any change in market interest rates or by other factors outside of our control;
  - (ii) To reflect any change in the variable rates our competitors charge;
  - (iii) To ensure we are competitive;
  - (iv) To encourage or promote fixed rates or other sorts of interest rate;
  - (v) To enable us to increase the rate we pay to customers with deposit accounts to the level needed to retain their money;
  - (vi) To ensure that the amount we receive from borrowers will enable us to maintain a prudent level of reserves and/or to meet any regulatory requirements that apply to us;
  - (vii) To ensure that the amount we receive from borrowers will enable us to maintain long-term sustainability of our business in the Republic of Ireland;
  - (viii) To reflect any change in the costs we reasonably incur in administering borrowers' accounts;
  - (ix) To reflect the risk to us that our customers will not be able to make their credit payments in full and on time. In measuring that risk we consider the general economy and the effects it has on the ability of customers to meet credit payments;
  - (x) To reflect any change in your circumstances or in the economy as it affects you. For example, if such things make it more difficult for you to meet your credit repayments or increase the risk of the credit to us;
  - (xi) To reflect any change in taxation which affects the profit we earn

- from our ordinary activities;
- (xii) To reflect a change in the law, or in any code of practice which applies to us, or a decision or recommendation by a court, ombudsman or regulator; and
  - (xiii) Because one or more of the things listed has occurred or we have reason to believe they are likely to occur.
- (c) Interest Free Periods.
- (i) Cash advances: There is no interest free period for cash advances, cash advance fees or cross border handling fees and we will charge interest from the date the cash advance transaction is posted to the Account, unless your account is in credit to fully meet the cash advance, cash advance fee and (or) cross border handling fee.
  - (ii) Cross Border Handling Fees: Purchases: You will not be charged interest on cross border handling fees incurred in conjunction with a purchase if you repay us everything you owe us on the Account as shown on a monthly statement. Cash Advances: There is no interest free period for cross border handling fees and we will charge interest from the date the transaction is posted to the Account.
  - (iii) Purchases: 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 shown in that monthly statement. Otherwise, you forfeit the interest free period and we will charge interest, on each purchase, from the date of the transaction. We calculate interest each day so the earlier you pay us the less interest you will have to pay.

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.

- (d) Accrual/Payment. Any interest you owe us accrues daily and we will debit accrued interest from the Account monthly.
- (e) Balance Transfers. We charge a reduced rate of interest (the Balance Transfer Rate) on balances you owe to another credit card provider 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 Digital Banking, 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 Digital Banking terms and conditions.
  - (e) We will send an email notification to you to the email address you have provided for Digital Banking when a new eStatement is available. It is your responsibility to update your email address if it changes. You can do this through Digital Banking.
  - (f) You can at any time opt to be provided with paper documents and statements by editing your preference on Digital Banking 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 Credit 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. 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 an 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) Monthly Fees
  - (vii) Insurance premiums
  - (viii) Account Fees and charges other than annual/monthly fees and cash advance fees
  - (ix) Interest on any fees and transactions, which you have not paid when due to us, excluding interest on cash advances
  - (x) Purchases shown on previous statements or the latest statement
  - (xi) Balance Transfers
  - (xii) Transactions and amounts you owe us that have not yet appeared on your statement in the same order as above
  - (xiii) 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 to euro 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 in 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, 3D Secure Passcode or any other Security Credential 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 of Use of 3D Secure. These Terms of Use can be found at [www.bankofireland.com/3DSecureTermsOfUse](http://www.bankofireland.com/3DSecureTermsOfUse)
- (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 may 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 Credit Card has been enabled by us to allow you to carry out Contactless transactions.
- (ii) You can use the Credit 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 Credit Card against the reader in the retail outlet. The Credit 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 Credit 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 the limits are available on our website 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 Passcode or some other Security Credential may be required by us or a retailer to authorise credit card transactions. You must make sure that we have your (and any Additional Cardholder's) up to date mobile phone number to send 3D Secure Passcodes because if we do not have a valid mobile phone number for you or an Additional Cardholder, you or an Additional Cardholder may not be able to use your Credit Card for online transactions.
- 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 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 and separate Security Credentials 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 or an Additional Cardholder loses the Credit Card

- 23. You must tell us immediately if the Credit Card is lost or stolen or if the PIN, 3D Secure Passcode or any other Security Credential 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, 3D Secure Passcode or any other Security Credential 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 will 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. We want to provide you with excellent service at all times and hope we do not give you grounds for complaint. However, if you wish to make a complaint you may do so by writing to us at Group Customer Complaints at the address listed on the complaints page of our website ([www.bankofireland.com](http://www.bankofireland.com)). You can also inform your bank branch or any branch near you about your problem. You also have the choice to make the complaint to our Customer Care Unit by phone on 0818 200 365 (+353 1 404 4000 if calling from abroad). 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 and Pensions Ombudsman by writing to The Financial Services and Pensions Ombudsman, Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

## **i) Supervisory Authority**

38. We are regulated by the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01, F7X3.

## **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:
- (a) cash advances
  - (b) any transaction which is not the purchase of goods or a service
  - (c) any amounts automatically debited from the account under this Agreement including fees, charges, Government Stamp Duty, card protection or payment protection insurance
  - (d) any balance transferred to a deposit or savings account
  - (e) any purchase which would cause you to break this Agreement including any purchase/transaction which would cause you to exceed your Credit Limit
  - (f) any purchase attempted after you break this Agreement
  - (g) 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.

[www.bankofireland.com](http://www.bankofireland.com)

Bank of Ireland is regulated by the Central Bank of Ireland.