



# AIB Personal Credit Card

## Terms and Conditions of Use effective from 25th May 2018

### GENERAL TERMS AND CONDITIONS OF USE

The use of your Card is governed by these terms and conditions (“**Conditions**”). When you use your Card you are deemed to have accepted these Conditions.

#### Definitions

**Account** means the card account kept by us in the name of the Cardholder in which debits and credits in respect of Transactions are recorded.

**Agreement** means the agreement between the Cardholder and us for the opening of an Account and the issue of a Card and incorporates these Conditions, the application form, each Card Carrier, the Digital Wallet Agreement (as applicable), all fees and charges booklets and schedules and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**Authorised User** shall have the meaning set out in Condition 15.

**Available Credit** means at any time the unutilised amount of the Credit Limit.

**Balance Transfer** means the transfer to the Account, with our consent, of an amount owed on a credit card or store card to another financial institution (but excludes transfers of debt from existing AIB Cards).

**Business Day** means a day (other than a Saturday, Sunday or public holiday) on which we are open for business in Ireland and, where a payment to an account with another financial services provider is involved, is a day on which they are also open for business.

**Card** means any credit card issued by us to the Cardholder or any Authorised User for the purpose of effecting Transactions on the Account pursuant to the terms of the Agreement, including any virtual or digital representations of such cards registered in a Digital Wallet (a “**Digital Card**”). This incorporates all elements of that card, including without limitation, the Chip and Card number. Where the context or provision so requires, reference to “**Card**” or “**Cards**” within these Conditions shall be limited to a physical credit card.

**Card Carrier** means the separate confidential mailing slip or cover sent with a Card, containing instructions regarding its authentication and security.

**Cardholder** means only the person in whose name the Account is maintained and does not include Authorised Users.

**Cash Machine** means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions.

**Chip** means an integrated circuit embedded in a Card.

**Conditions** means these terms and conditions as amended, extended, supplemented or replaced from time to time.

**Contactless Transaction** means a Transaction that is carried out by holding your Card and/or a Device upon which a Digital Card is stored, if in each case it is enabled to effect contactless Transactions, near a terminal which is enabled to accept contactless Transactions.

**Credit Limit** means the maximum debit balance that you are allowed to have outstanding on the Account at any time.

**Device** means a mobile phone, tablet or other device that a Digital Card has been registered or that you use to access a Digital Wallet.

**Digital Card** shall have the meaning set out within the definition of Card.

**Digital Wallet** means a digital wallet or any other electronic payment system which facilitates the use of your Card or an electronic record of your Card for the purposes of carrying out Transactions and in which your Card has been registered.

**Digital Wallet Agreement** means any terms and conditions applicable to a Digital Wallet which is either offered by us or by a third party provider in agreement with us.

**EEA** means the current members of the European Economic Area as may be amended from time to time.

**Funds Transfer** means a transfer of funds either from or to your Card using a funds transfer service that enables you to transfer funds from one person’s card to another in accordance with the procedures and terms and conditions of that funds transfer service. When transferring funds from your Card, the Funds Transfer will be treated as a purchase for the purpose of fees, charges and interest.

**Merchant** means any business or individual who accepts payment made with a Card.

**Payee** means the receiver of the payment.

**Payer** means the maker of the payment.

**PIN** means the secret personal identification number that is used with a Card as allotted by us and/or subsequently chosen by you.

**Safeguard System** means a system to aid the secure use of your Card over the internet, for example, Verified by Visa or Mastercard SecureCode, as those systems or names may change or be replaced from time to time.

**Security Details** means any security procedure you follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a password, passcode, access code, security code, or biometric data such as a fingerprint).

**SMS Message** means a text message sent using a short message service to or from telecommunication devices that use global system for mobile (GSM) communication.

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

**Third Party Agreements** means any third party agreements, you are subject to, which relate to your use of your Card and/or Account as detailed in Condition 73.

**Transaction** means a transaction in which a Card is used to obtain goods, services or cash on credit (including through the use of a Digital Wallet), or to make or receive a Funds Transfer (and includes all debits and credits made to the Account pursuant to this Agreement).

“**You**” and “**your**” refers to the Cardholder and, unless the context otherwise requires, any Authorised User.

Any references to “**we**”; “**us**”; and “**our**” or “**Bank**” means Allied Irish Banks, p.l.c. and this includes our successors and assigns. We are regulated as a credit institution by the Central Bank of Ireland of PO Box 559, Dublin 1 and our principal business is the provision of financial services. Our head office and registered office is at Bankcentre, Ballsbridge, Dublin 4. We are registered at the Companies Registration Office, Dublin under registration number 24173. Our VAT number is IE8E86432H.

In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa.

#### Your Card

1. Subject to these Conditions, our credit card service allows you to pay for goods and services purchased from Merchants, to make or receive a Funds Transfer, or to withdraw cash including cash from Cash Machines or by any other means where the appropriate credit card logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.
2. There is a variety of means by which you can authorise such Transactions, these include:
  - authorisation by means of your Card used in conjunction with your PIN for point of sale Transactions or Transactions using a Cash Machine;
  - authorisation by means of your Card for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);
  - authorisation by means of your Card and/or Device (upon which a Digital Card is registered) to effect a Contactless Transaction, where your Card and/or Device is enabled to effect Contactless Transactions as set out in Condition 30; and
  - authorisation by means of your Card and signature.

#### Looking after your Card and PIN

3. The Card and PIN must be used in accordance with these Conditions. Each Card is and remains our property and may be cancelled, suspended, recalled or retained by us in accordance with the provisions of the Agreement.
4. You must:
  - sign your Card as soon as you receive it using a ball point pen;
  - exercise all reasonable care to keep your PIN and Safeguard System passcode secret and your Card, your Security Details and any Devices secure at all times;

- only use your Card (a) within the Credit Limit, (b) within the period for which it is stated to be valid and (c) strictly in accordance with the Agreement; and
  - tell us immediately if there is a change of name, bankers, business, mobile or home telephone numbers, e-mail address or your address to which Statements are sent in accordance with the 'Monthly Statements and Payment Arrangements' section of these Conditions.
5. You must not:
- let anybody else obtain, know or use your Card or your PIN, Security Details or Safeguard System passcode;
  - disclose your Card number to anyone, except when carrying out a Transaction or to verify your identity or to register or activate a Card for use in connection with a Digital Wallet or to report it lost, stolen or likely to be misused; or
  - write or record in any other manner your PIN, Security Details, or Safeguard System passcode.

#### Credit Limit

6. We will set a Credit Limit on the Account. We may, subject to applicable law or regulation, vary the Credit Limit from time to time. We will notify you of any such variation. If your Card is used for a Transaction which would bring the outstanding debit balance ("**Outstanding Balance**") in excess of the Credit Limit, we reserve the right to authorise or decline such Transactions. If we authorise a Transaction in excess of the Credit Limit currently applying to the Account, this will not affect the Credit Limit and subsequent Transactions bringing the Outstanding Balance in excess of the Credit Limit or where the Credit Limit has been exceeded may be declined.
7. When you make a Transaction using your Card, the balance on the Account will usually be increased immediately by the amount of the Transaction. Sometimes, a Merchant (for example, a self-service petrol station or hotel) may obtain a specific pre-authorisation for an amount agreed with you. This pre-authorised amount may not immediately increase the balance but may reduce your Available Credit. The pre-authorised amount may only be charged to your Account by the Merchant in certain circumstances (for example, where you have obtained goods or services to the value of the pre-authorised amount) if agreed by you with that Merchant. Once the Merchant instructs us to, we will remove the pre-authorised amount from your Card as soon as possible. We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries as set out in the 'Contacting us' section.

#### Restrictions

8. A Card must not be used:
- if the Agreement is ended;
  - after a Card has expired or been reported lost, copied or stolen or has been cancelled or suspended;
  - in respect of a Digital Card, after that Digital Card and/or your account relating to that Digital Card has expired or has been cancelled or suspended or any applicable Device in respect of which that Digital Card has been registered has been compromised, lost or stolen;
  - at any Cash Machine abroad in violation of local regulations; or
  - for any illegal purchase or purpose whatsoever.
9. A request for a Balance Transfer will only be considered where the other financial institution is within a country where the euro is the national currency and clearance of the amount owed can be effected by us by electronic means. Balance Transfers will only be made in euro. Transfers of amounts owed on existing Cards will be regarded as normal outstanding balances and not Balance Transfers.

#### Cash Withdrawals

10. Your Card may be used for cash withdrawals, advances made by Card and cash related Transactions, such as the purchase of cash. A cash advance fee may also apply and where the Transaction is not done at a Cash Machine you may also be asked for proof of identity.
11. Cash withdrawals are subject to both Transaction and daily limits. The Transaction limit can vary between financial institutions and from time to time. The cash limit will be determined by us and may vary from time to time. Details of the daily cash limit are available from us.
12. We will not be obliged to provide Cash Machine facilities at any particular time and may withdraw or terminate such facilities without notice. We will not be liable for any loss or damage resulting from failure to provide any service, or failure or malfunction of a Cash Machine.
13. A Card may be used outside Ireland subject to any limits or regulations that may be imposed by the appropriate regulatory authorities from time to time.

14. We don't charge any additional fees if you use your Card abroad to transact in euro. However, we have no control over third parties that might apply a charge to you for processing the Transaction or who convert the local currency into euro and charge for doing this. We also have no control over the rates they may apply. We do charge for non-euro transactions as detailed in the fees and charges booklets.

#### Authorised Users

15. At the request of the Cardholder we may permit the issue of an additional Card on the Account, together with a separate PIN, for use by a person nominated by you (an "**Authorised User**"). However, there is no obligation on us to do so. You may enquire by contacting us in accordance with the 'Contacting us' section whether this facility is available. If we consent to the issue of an additional Card on the Account, it will be issued subject to these Conditions. The Authorised User will be bound to observe these Conditions to the extent that they apply or are relevant. It is the responsibility of the Cardholder to furnish the Authorised User with a copy of these Conditions. The Cardholder must ensure that the Authorised User complies with these Conditions. The Cardholder is primarily responsible for all Transactions for which the additional Card on the Account is used, including those charged to the Account after the additional Card has been returned to us.
16. We will cancel any additional Card at any time if the Cardholder requests this by contacting us in accordance with the 'Contacting us' section, in which case the additional (physical) Card, cut in two (through the signature box, magnetic strip and Chip) for security reasons, must be returned to us at the address in the 'Contacting us' section of these Conditions. All applicable Digital Cards related to the Card must be deleted or unregistered.
17. By entering into this Agreement, the Cardholder gives us the authority to pass on information about the Account or Transactions to any Authorised User by electronic or other means. By accepting an additional Card an Authorised User authorises us to pass on information about Transactions effected by use of the additional Card (including any Digital Cards related to the Card) to the Cardholder by electronic or other means. However, no amendments to the Account details or variation of the Credit Limit will be accepted from an Authorised User.
18. The Cardholder is liable for the payment of all Transactions carried out by an Authorised User regardless of the ability of that Authorised User or whether they are a minor or not, as if the Transactions had been personally carried out by the Cardholder.

#### Loss or misuse of a Card

19. You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card, PIN, Security Details, Safeguard System passcode and any Devices. If you think someone else knows your PIN, Security Details or Safeguard System passcode or if your Card or any Device is lost, copied, mislaid, stolen, used, or likely to be used, for a fraudulent or improper purpose, you must contact us immediately. Our contact details are set out in the 'Contacting us' section of these Conditions. We may request that you confirm the same in writing to us, but without affecting the validity of any action taken by us in response to your request.
20. Notification of loss or theft of a Card or the compromise of its details or your PIN, Security Details or Safeguard System passcode will be accepted by us from card protection service organisations and/or the Card schemes, (Visa or Mastercard), as applicable.
21. By reporting a Card as lost, copied, mislaid or stolen or as being used, or likely to be used, for a fraudulent or improper purpose, you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards which have been stored or accessed on a reported Device). It cannot be used again and any Digital Cards stored or registered in respect of a reported Device must not be used again. If found, your physical card must be cut in two (through the signature box, magnetic strip and Chip) for security reasons and returned to us immediately at the address in the 'Contacting us' section of these Conditions.
22. Except as set out in Condition 23 below, if you notify us without undue delay that a Transaction was not authorised by you arising from the use of a lost or stolen Card, or from a failure to keep personalised security features safe, usually we will refund the amount of the unauthorised Transaction to you and restore your Account to the state it would have been had the unauthorised Transaction not taken place. We will not have any further liability in this respect. However, if we have reasonable grounds for suspecting fraud and communicate this to the relevant national authority we may not refund you.

23. However, you will be liable for the full amount of all unauthorised Transactions where it is established that you acted fraudulently, or with gross negligence or intentionally failed to adhere to the following:
  - the safekeeping and/or disclosure requirements of your Card, PIN, Security Details or Safeguard System passcode;
  - the security requirements applicable to a Digital Card and/or Device as set out in the relevant Digital Wallet Agreement;
  - any reasonable security requirements applicable to a Digital Card and/or Device as set out in the relevant Third Party Agreement;
  - any Transactions were effected as a result of the breach of Condition 5; or
  - any Card (including any Digital Card) is used by any other person outside the terms of this Agreement and who has possession of it with your consent.
24. In the event of notification by you in accordance with Condition 19 above you will co-operate with us and the relevant police authority in any investigation and give us and the police all information relating to such loss, theft or disclosure and all reasonable assistance to lead to the recovery of the Card. You authorise us to inform any appropriate third party of the loss, mislaying, theft or possible misuse of the Card and to give them such other information as may be required.
25. If as a result of investigation, we establish that the Transaction claimed as unauthorised is in fact an authorised Transaction, we may charge your Account with any amount refunded and re-charge any fees and/or charges (including interest) that you owe us.
26. If we suspect that a Card is being used improperly or fraudulently or in breach of the Agreement, or its security has been compromised, we may decline to authorise any further Transactions on the Account until we have contacted you and satisfied ourselves in that regard. We will try to contact you in accordance with the 'Contacting you' section or by SMS Message before we take a decision to decline authorisation of such Transactions. If we contact you by SMS Message you may be asked to confirm a Transaction by sending us an SMS Message in reply. It may not always be possible for us to contact you before we suspend your Card or decline a Transaction but we will do our best to do so. This is done for your protection and we are not responsible for any loss or damage that might be caused as a result. You hereby agree and authorise us to take such actions as we deem necessary, including suspending the Card. You agree that any contact by us is for the purposes of combating wrongdoing.

#### The Account

27. The amount of all Transactions will be debited to the Account reducing the Available Credit. The timing of the debit will depend on when we receive the Transaction details from the Merchant or the Merchant's bank or, in the case of a cash withdrawal, when we receive details of the withdrawal.

#### Transactions (excluding Cash Withdrawals)

28. Use of your Card is subject to Transaction and daily limits as set by us, which may vary from time to time. The Cardholder will be liable to pay all sums that are charged to the Account in respect of or resulting from all Transactions including where such Transactions are effected by telephone, mobile phone or other portable device, mail order, internet, PIN, Security Details, signature, by use of a Safeguard System, or by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are effected or in breach of these Conditions. You should therefore check the amount of every Transaction and that all other details/information relating to the Transaction are correct before you authorise it. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting us' section of these conditions.
29. Once authorised, a Transaction cannot be subsequently revoked (whether or not a voucher is signed or PIN verified) as we guarantee payment. Where you have authorised a Merchant to set up a continuous payment instruction (for example a magazine or TV service subscription) on your Account and you wish to cancel it, you can do so by contacting us up to the last Business Day before the payment is due to leave your Account. You should also give written cancellation notice to the Merchant and keep a copy of the letter.
30. You can use a Card (if it is enabled to effect a Contactless Transaction) and/or a Device (upon which a Digital Card is registered and enabled to effect a Contactless Transaction) to make purchases for small amounts without using the Chip and PIN and/or Security Details. When making a payment using your Card by way of a Contactless Transaction you must place your Card and/or a Device against the reader in the retail outlet. The Card and/or Device, as

applicable, will be detected and the payment is completed without you entering your PIN and/or Security Details. Occasionally, for your security, you may also be asked to enter your PIN and/or Security Details, so as to verify your identity. For Contactless Transactions over certain amounts, you may be asked to enter your PIN if you use your physical Card, or your Security Details if you use your Device. Details of these limits are available by contacting us. When a Transaction is authorised by way of a Contactless Transaction, the making of a payment using your Card by way of a Contactless Transaction in accordance with this Condition 30 will be taken by us that the Transaction was authorised by you.

31. When a Transaction is authorised by the use of a Safeguard System, the use of the Safeguard System will be taken by us that the Transaction was authorised by you. Use of any Safeguard System by you is subject to the terms of use of the Safeguard System. If you do not comply with the Safeguard System terms of use when prompted (such as providing the one time passcode), or authentication through the Safeguard System service fails, we may not authorise the Transaction.
32. When a Funds Transfer is authorised by use of a passcode or any other authorisation procedure required as part of that service, the use of the passcode or procedure will be taken that the Transaction was authorised by you. Use of any Funds Transfer service by you is subject to the terms and conditions of the Funds Transfer service.
33. The amount of any non-euro Transaction will be converted to euro at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa or Mastercard (as applicable) and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa or Mastercard (as applicable). For Transactions in EEA countries we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to the Account. In addition to the fees and charges referred to in Condition 52 you may also be charged a transaction fee by the local bank which processes the Transaction. Our contact details are set out in the 'Contacting us' section in these Conditions.

#### Monthly Statements and Payment Arrangements

34. We will normally issue a Statement monthly to the Cardholder, on a date which we may decide, containing (a) details of all Transactions debited and credited to the Account since the previous Statement (or, in the case of the first Statement, since the opening of the Account), and (b) the Outstanding Balance (if any) at the Statement date, and (c) date minimum payment is due.
35. If a Statement is not received for any month (for example, you move house and don't notify use of your new address), or if it cannot be produced or issued for any reason your responsibilities under this Agreement continue. You will be required to obtain details of the Outstanding Balance and make the appropriate minimum payment by using our online or telephone banking facilities or by contacting us.
36. The initial monthly payment will fall due within the period chosen on the application form following the first use of the Card. Each month the Cardholder must make the minimum payment to the Account as stipulated in the Statement for that month. When setting up a direct debit the Cardholder may select as the minimum payment percentage any of the following percentages: 3%, 5%, 10%, 20%, 25%, 50% (subject to a minimum payment of EUR6.35 if greater) or 100%. The minimum payment for customers who do not pay by direct debit will be calculated at 3% of the balance or EUR6.35, whichever is the greater. Other than when paying by direct debit, the Cardholder must ensure that the payment is made or sent so as to reach us at the specified address for payment to be credited to the Account not later than the payment due date (this is specified in your Statement). Any payment made will take effect when correctly received by us and credited to the Account. If you are the holder of a Personal Premier Visa Card you must pay the entire amount of the Outstanding Balance on the due date on the Statement. This payment will be effected by us initiating a direct debit to the Principal Cardholder's bank account on or immediately after the due date on the Statement.
37. The method of payment and cut off times by which you make payments to your Account are detailed below. The processing time differs depending on the payment method chosen. Payment value will be given for the Business Day on which the payment instruction is received by us. The time taken for a payment to be processed may



be extended by a further Business Day for paper initiated payments. Cheque payments are excluded from the payment timeline outlined below.

Method of Payment	Timeframe	Business Day Cut-off Times
Cash payment, AIB account transfer, AIB Debit Card payment in AIB Branch	Same Business Day	Branch closing time
Payments made via AIB Phone and Internet Banking or AIB in-branch Kiosk	Same Business Day	6pm
Payments made in non-AIB institutions	Same Business Day when received by us	Defined by each institution

38. If the minimum payment is not paid by the due date, we may decline to authorise Transactions.
39. We may grant, at our discretion, a payment holiday (a period when we may allow you to defer a payment or payments). Interest will continue to be charged under Conditions 55 to 58 and the period referred to in Condition 55 will not be extended.
40. The Cardholder must pay on demand, and in any case, on receiving the Statement:
  - any outstanding excess over the Credit Limit;
  - any arrears; and
  - the amount of any Transaction made in breach of these Conditions.
41. (a) Should a payment be received more than 4 Business Days prior to the payment due date, or in circumstances where the Cardholder has either set up a new direct debit or amended their direct debit bank account details and a payment is received more than 7 Business Days prior to the payment due date, the amount calculated for payment by direct debit will be reduced by this amount.
  - (b) Payments received within 4 Business Days of the payment due date, or in circumstances where the Cardholder has either set up a new direct debit or amended their direct debit bank account details payments received within 7 Business Days of the payment due date, will not reduce the amount collected by direct debit.
  - (c) The Cardholder must ensure that funds are available to meet all payments due on the Account.
42. Funds Transfers are not treated as payments made to the Account and therefore, will not be reflected in the current amount due for settlement as required under Condition 36. The amount due must be settled in the normal manner and any Funds Transfer received will be recognised and taken into account in the following Statement.
43. We reserve the right to debit the Account by the amount of any unpaid item or any other amount which we are obliged to refund to a third party for any justifiable reason.
44. Without affecting any other right of set off which we may have, if you have a credit balance on any other account with us (whether due or not and in any currency), we may use this credit balance to satisfy any sum due on the Account. We may or may not give prior notification to you where this is done.
45. The principal purpose of the Account is to provide you with access to credit. Although it is possible to operate the Account with a credit balance, at all times, we reserve the right to reject or return any Transactions which create or increase credit balances. For as long as there is a credit balance on your Account, this balance is repayable to you at your request.

#### Electronic Statements (eStatements)

46. This section only applies to the Click credit card and to those customers who receive eStatements. You can find more information about your eStatements in the terms and conditions for AIB Phone and Internet Banking.
47. The format of an eStatement varies from a paper based statement and, in particular, you will not receive a 'bank giro' form.
48. We may at our discretion, at any time and for any reason (including arrears on the Account), suspend your access to eStatements during which time you will receive paper statements via post. Such suspension may be caused by circumstances beyond our control.

#### Queries and Disputes

49. You should carefully examine all Statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details online

on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting us' section of these Conditions.

50. (a) You must notify us without undue delay on becoming aware of any unauthorised Transaction on your Account. Where you are not liable under Condition 23 and you notify us without undue delay we will refund you the amount of any payment debited to your Account which was not authorised by you and restore your Account to the state it would have been in had the Transaction not taken place. We will consider that there has been undue delay in this regard if you fail to notify us within 60 days of the date of the unauthorised Transaction being debited to your Account. If you do not notify us within 13 months of the date of the unauthorised Transaction being debited to your Account this will always be undue delay.
  - (b) Where the Payer's bank and the Payee's bank are both located in the EEA and you contact us within 8 weeks from when the funds are debited, we will refund you within 10 Business Days of your request, where you can show us that:
    - (i) your authorisation did not specify the exact amount of the payment when the authorisation was made; and
    - (ii) the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern.

If you make a claim for such a refund you must provide to us all relevant information requested by us. For the purpose of computing the 10 Business Day period referred to within this Condition your request will only be deemed to have been made when you provide all such information. If we dispute your right to a refund we will advise you of our reasons. If you are not satisfied with our reasons you may make a complaint in accordance with the complaints procedures detailed in the 'Complaints' section. For the avoidance of doubt, you have no right of refund under Condition 47 (b) above where you have given us direct permission to carry out the Transaction, and where applicable, were the information on the future payment was provided or made available to you at least 4 weeks before the Transaction.

- (c) Where the Payer's bank and the Payee's bank are both located in the EEA and where a payment was not executed by us or was incorrectly executed by us, or late executed by us, we will refund you and where applicable restore your Account to the position it would have been in had the non-executed or incorrectly executed or late executed payment not taken place providing:
  - (i) there is no undue delay on your part in notifying us of an incorrectly executed or non-executed or late executed payment; and
  - (ii) none of the events detailed in Condition 69 prevented us from making the payment.

Regardless of the issue of liability, where you notify us of an incorrectly executed payment we will make immediate efforts to trace the defective payment. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to charge your Account with our relevant charges.

51. Where the Payee's bank is located outside the EEA and you wish to dispute a Transaction you must notify us immediately or at least within 60 days of the Transaction being debited to your Account. You have no right of refund where:
  - (a) you have given your consent to execute the Transaction directly to the payment service provider
  - (b) where applicable, information on the future payment transaction was provided or made available to you at least 4 weeks before the due date by the payment service provider or by the payee.

#### Fees, Charges and Interest

52. All fees, charges and interest payable in connection with the Account will be the Cardholder's liability and will be debited to the Account in accordance with the following arrangements:
  - all fees payable on the Account are outlined in the schedule of fees and charges relevant to your Account type for the time being in force; and
  - all stamp duties and government levies payable in respect of the Account are your liability and will be collected by us by debit of the Account. Should you close your Account before the date of collection the amount will be debited at closure and be payable by you. In addition, you may also be subject to fees and charges related to the use of a Digital Wallet under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.

53. Where a Card is used to obtain a cash advance, a cash advance fee will apply as notified to you from time to time in the schedule of fees and charges relevant to your Account type for the time being in force. In all cases, the cash advance fee will be debited to the Account on the date of the cash advance and will appear in the next Statement.
54. Separate charges may be incurred and debited to the Account and will be advised to you from time to time. These can be in respect of late payments, returned payments, copy Statements, copy vouchers or operating in excess of your Credit Limit. These charges will be advised to you in writing on the opening of the Account and will be published in the schedule of fees and charges relevant to your Account type for the time being in force. We will ensure that the charges conform to any scale or amounts that may be set under any law, regulation or other order. We may, from time to time, make changes to and/or introduce new fees, charges and interest rates. How and when we will make any such changes is set out in the 'Variation of the Agreement' section.

#### Interest

55. Interest will not be charged if you pay the full balance shown on your current Statement by the payment due date shown on the Statement and additionally you have paid the full balance shown on your previous Statement by the payment due date shown on that Statement (except in the case of Low Interest Mastercard and Budget Mastercard where no interest free credit days apply). The interest rate for purchases and cash advances being applied to an Account will be notified to you on the Statement. We calculate interest using the interest rate as at the date of your Statement, and interest is calculated using the average daily balance since the date of your previous Statement.
56. If the full balance is not repaid by the payment due date shown on your Statement, interest is charged on the full balance from the date the Transaction was debited to the Account, as shown on your Statement, until full repayment is credited to the Account. Interest on Balance Transfer transactions will be charged from the date the transaction was debited to the Account until full repayment is made.
57. Subject to Condition 55 above, interest will be payable on all amounts owing to us on the Account. Interest will accrue (as well after judgement or demand as before) on a daily basis at the current (variable) rate advised to you. Interest will be charged to the Account monthly. In respect of Transactions, interest will accrue and be charged from the date it is debited to your Account (this appears on your Statement as the posting date) to the date full payment is received and credited to the Account. Where a part payment is made, interest will continue to accrue and be charged on the remaining balance up to and including the date of the next Statement, when the interest for the period will be debited to the Account. If you pay the full balance on your current Statement but have not paid the full balance on your previous Statement you will be charged interest. Interest will be calculated on the amount unpaid on your previous Statement.
58. Payments received will be deducted from the opening balances on the Account in the following order based on the portion of the balance representing:
- interest;
  - fees from previous Statement;
  - cash advances (including cash from a Cash Machine) from previous Statement; and
  - purchases from previous Statements.

The remainder (if any) will be applied to Transactions on the current Statement in the following order:

- fees;
- cash advances;
- purchases and Balance Transfers; and,
- any other promotional offers.

#### Annual Percentage Rate of Charge

59. The annual percentage rate of charge (APR) applied to the Account is designed to measure the total cost of credit to the Cardholder and will be advised to the Cardholder on the opening of the Account. We may vary the APR at any time. A variation will normally be caused by market conditions, changes in the cost of providing the service, including variations in the prevailing ECB and market rates, changes in legal or other requirements affecting us, promotional reasons or any other good reason.
- Any variation in the purchase interest rate will result in a change in the APR. If we vary the purchase interest rate (and consequently the APR) we will notify the Cardholder (in accordance with Condition

80 - 86) of the variation and also of the corresponding change in the purchase interest rate. On receiving such notification, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 63.

#### This condition is applicable to the 'be' credit card only.

60. **Account Clock** means the record of the number of months an Account has performed in an Assessment period without reverting to zero.

**Assessment Period** means a period of up to twelve consecutive months during which the performance of the Account is reviewed in accordance with Condition 59.

We offer regular users who meet certain conditions an incentive purchase interest rate. Customers whose spending volumes are sufficiently high and who do not incur two or more penalty fees (in accordance with condition 61) will be charged the lower purchase interest rate. Other customers will be charged the higher purchase interest rate.

The purchase interest rate applying to purchases on an Account will be determined in accordance with the following rules:

Rule 1: The introductory purchase interest rate will apply for the first 12 months to the Accounts of new AIB credit cardholders only. At the end of that 12 months either Rule 4 or Rule 5, and Rule 6 will apply.

Rule 2: For the Accounts of existing AIB credit cardholders the higher purchase interest rate will apply from the opening of the Account and the Account will be assessed on a monthly basis in accordance with Rules 7 to 9.

Rule 3: Balance Transfers will be subject to interest charges in the same way as other outstanding balances. The total sum of Balance Transfers must not exceed EUR5,000.

Rule 4: If after the first 12 months

- the total amount of purchases made equals or exceeds EUR5,000 (or such other amount as we may notify cardholders from time to time), and
- less than two penalty fees have been incurred, the purchase interest rate will change to the lower purchase interest rate.

Rule 5: If after the first 12 months

- the total amount of purchases made is less than EUR5,000 (or such other amount as we may notify cardholders from time to time), or
- two or more penalty fees have been incurred, the purchase interest rate will change to the higher purchase interest rate (for new customers) and remain at the higher purchase interest rate (for existing customers).

Rule 6: After the operation of Rule 4 or Rule 5, a new Assessment Period will commence and the penalty fee counter will revert to zero. The Account Clock will then be reviewed on a monthly basis and Rules 7 to 9 will apply.

Rule 7: If during an Assessment Period a customer incurs two penalty fees before the Account Clock reaches twelve months, the Account Clock and the penalty fee counter revert to zero and a new Assessment Period will commence. The higher purchase interest rate will then apply to the Account until the Account qualifies for the lower purchase interest rate in accordance with Rule 8.

Rule 8: If the Account Clock reaches 12 months and the total amount of purchases made in that Assessment Period equals or exceeds EUR5,000 (or such other amount as we may notify cardholders from time to time) the Account Clock and the penalty fee counter revert to zero, and a new Assessment Period will commence. The Account will then qualify for the lower purchase interest rate until the end of the next Assessment Period (when Rule 8 or Rule 9 will apply) or until two penalty fees are incurred (Rule 7), whichever is sooner.

Rule 9: If the Account Clock reaches 12 months and the total amount of purchases made in that Assessment Period is less than EUR5,000 (or such other amount as we may notify cardholders from time to time), the Account Clock and the penalty fee counter revert to zero and the higher purchase interest rate applies until the end of the next Assessment Period (when Rule 8 or Rule 9 will apply) or until two penalty fees are incurred (Rule 7), whichever is sooner.

Rule 10: All Balance Transfers, up to a maximum of EUR5,000, will be included in the total amount of purchases during the Assessment Period of the Balance Transfer.

Rule 11: The interest rate for cash advances will be different and will be notified in accordance with Condition 36.

Amendments made, as a result of the application of the above Rules, to the interest rate for purchases will be notified to the Cardholder on the monthly Statement issued immediately following the effective date of the change.

### **This condition is applicable to the 'be' credit card only.**

61. Penalty fees are incurred in the event of:
- a late payment; or
  - a returned payment or
  - the first time your balance exceeds your credit limit in each statement period.

### **Issue of new Cards**

62. New Cards may be issued by us to you from time to time without the need for further application.

If a Card is reported lost, copied or stolen, we can refuse to issue a new Card if:

- the Cardholder has requested in writing, not less than 30 days before the renewal date on the current Card, that we do not issue any new Card(s); or
- we have decided (in accordance with Condition 64 or 65) not to issue a renewal or replacement Card.

### **Ending the Agreement**

63. The Agreement shall continue until ended by either the Cardholder or us. The Cardholder may at any time end the Agreement by giving notice in writing to us, cutting all physical Cards in two (through the signature box, magnetic strip and Chip) and return them to us and deleting or un-registering all applicable Digital Cards related to the Card.

64. If:
- you are adjudicated bankrupt under Irish law or we have received notice of a foreign bankruptcy court order having been made against you in another jurisdiction or if you enter into a voluntary arrangement with your creditors;
  - any form of attachment order is made against you;
  - judgement is obtained against you and remains unpaid for a period of fourteen days from the date of such judgement;
  - you are no longer, in our opinion, able to manage your financial affairs;
  - you die;
  - it becomes unlawful for you to continue to have a Card;
  - we must do so in order to comply with any law;
  - you use your account for any unlawful or other inappropriate purpose;
  - for any reason this Agreement becomes unenforceable or void; or
  - on a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest,

we can immediately temporarily or permanently block any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card by giving written notice to the Cardholder whereupon you must cut all physical Card(s) in two (through the signature box, magnetic strip and Chip) and return them to us and delete or un-register all related Digital Cards.

65. If:
- any representation, warranty or statement made by you in connection with the Agreement is breached or is or becomes, in our opinion, untrue in any material respect; or
  - you breach this Agreement or any other agreement with us,
- we (having served on the Cardholder any notice required in accordance with the Consumer Credit Act, 1995) may suspend any Card, end the Agreement, cancel all Card(s) and/or refuse to issue, renew or replace any Card whereupon you must cut all physical Card(s) in two (through the signature box, magnetic strip and Chip) and return them to us and delete or un-register all related Digital Cards.
- In addition to the above, unless we are permitted by law to give you shorter notice, we may terminate the Agreement by giving you at least two months' notice. Once the Agreement is terminated you must cut all physical Cards in two (through the signature box, magnetic strip and chip) and return them to us and delete or un-register all related Digital Cards.
66. We may publish the suspension or cancellation of any Card.
67. If you make a notification under Condition 19 or 20 or if the Agreement is ended we may request a retailer or other person to retain any Card or cancel any Card by cutting it in two (through the signature box, magnetic strip and Chip) and returning it to us and deleting or un-registering all related Digital Cards.
68. If this Agreement is ended (by the Cardholder or by us) the Cardholder will remain liable for all Transactions and must pay in full the Outstanding Balance on the date the Agreement is ended

as well as: all outstanding Transactions, fees and charges, all stamp duties and government levies and any accrued but unpaid interest. The terms of this Agreement will remain in full force until all money owed is paid. For the avoidance of doubt, there will be no other costs incurred by the Cardholder in respect of termination of this Agreement.

69. On the death or legal disability of the Cardholder, the Outstanding Balance on the Account will become a liability of the estate of the Cardholder and all physical Cards must be returned to us cut in two (through the signature box, magnetic strip and Chip). All related Digital Cards must be deleted or un-registered.
70. We reserve the right for any reason (on giving reasonable notice where possible) to discontinue offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.

### **Assignment**

71. We may assign or otherwise transfer all or any of our rights, benefits and/or obligations under the Agreement to any natural or legal person.

### **Refunds**

72. If a Merchant initiates a refund we will only credit the Account with the amount due upon receipt of the refund amount from the Merchant and, unless so credited (but subject to any rights conferred on you by law), 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 amount due for settlement as required under Condition 36. The amount due must be settled in the normal manner and any refund received will be recognised and taken into account in the following Statement.

### **Third Party Agreements**

73. Third parties providing applications or services in connection with your use of Digital Cards and/or the Digital Wallet may have their own agreements which you are subject to in relation to your use of a Digital Card and/or a Digital Wallet (the "**Third Party Agreements**"). It is your responsibility to read and understand such Third Party Agreements before creating, activating or using a Digital Card and/or a Digital Wallet and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with your use of Digital Cards and/or the Digital Wallet, including any fees or charges which may be levied to you by third parties in connection with your use of their applications or services.

### **General**

74. We shall neither be in breach of our obligations under the Agreement nor liable for any loss or damage suffered by you if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer or settlement system, failure of or delay in the transmission of messages via any mobile phone network, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our control or that of our agents or sub-contractors.
75. The documents and records kept by us or on our behalf, whether on paper, microfilm, by electronic recording or otherwise, will, in the absence of manifest error, constitute conclusive evidence of any facts or events relied upon by us in connection with any matter or dealing in relation to the Account.
76. We are not obliged to grant or continue any additional facility or benefit made available to you which is not specified in the Agreement. Accordingly, any such facility or benefit may be varied or withdrawn by us without notice.
77. Save to the extent we are unable under applicable law to disclaim such liability, we shall not be liable for any loss or damage suffered by you as a result of the failure of third party providers of additional facilities and benefits to perform their duties and obligations.
78. We may record or monitor phone calls between you and us so that we can check instructions and make sure that we are meeting our service standards and to ensure the security of our business, and that of our customers and staff.



79. We will access, process and retain personal information about you, your Card and any payment instruction we receive in respect of your Card, in order to provide our services.

#### Variation of the Agreement

80. These Conditions shall continue to apply to your Account unless and until altered by us in accordance with Conditions 81 to 86.
81. From time to time, we will want or need to make changes to your Agreement with us (for example, because of changes in the banking system, industry guidance, law or regulation or for our own internal reasons such as improving or replacing a service or introducing new fees or charges for our services).
82. Unless law or regulation allows us to give you shorter notice, we will usually tell you about a change to this Agreement at least two months in advance of the change.
83. If you don't want to accept the change, you can cancel your Card and end this Agreement before the change happens. You can do this by contacting us using the details in the 'Contacting us' section. You will not be charged any extra fees, charges or interest for cancelling your Card. If we do not hear from you after we give you notice of a change to the Agreement, we will assume you have accepted the change. Please see the 'Ending your Agreement' section for more information.
84. We will let you know about any change to this Agreement by any means available to us at the time which is required or permitted by law or regulation, such as a notice provided to you by post, email, text message, through our online banking services, published in a national daily newspaper or displayed in one of our branches.
85. There are certain circumstances where we may give you shorter notice than outlined above, will not tell you about changes, or we will tell you about the changes after we make them, such as where:
- a) the change is in your favour (for example, if we reduce fees and charges on your Card);
  - b) a change is required under law or regulation by a particular date, and there isn't time to give you notice;
  - c) we introduce a new service that you can use in relation to your Card;
  - d) the change has no impact on the operation of your Account (for example, we make a change to a term we use to describe something in this Agreement); or
  - e) we are changing certain benefits that may apply to your Card. In this case, these benefits will generally have their own terms and conditions, be subject to certain eligibility criteria and may change or be withdrawn by us at any time without notice to you.

Details of these benefits are not included in this Agreement and more information about them is available on our website [www.aib.ie](http://www.aib.ie).

86. On receiving such notification, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 63. If you use the Card(s) after the notification you will be deemed to have accepted the changes. Notwithstanding any such termination, the Cardholder shall remain liable for all Transactions.

#### Waiver

87. If we do not enforce any condition of this Agreement, or we delay in enforcing it, this will not prevent us from enforcing the condition retrospectively at a later date and will not constitute a waiver of that condition.

#### No liability for refusal or for goods or services

88. We shall not be liable for any loss you suffer due to any person, supplier, Merchant or third party refusing to accept or honour, or delaying the acceptance or honouring of any Card, PIN, Security Details or Safeguard System passcode, or any other code allotted to you by us and/or subsequently chosen by you, or for any loss or damage you may suffer as a result of the way in which any such refusal or delay is communicated to you or is otherwise published.
89. Save to the extent that we are unable under applicable law to disclaim such liability, we are not responsible for the delivery or condition of any goods and/or services paid for by a Card. We accept no liability for any loss or damage suffered in connection with any goods and/or services paid for by a Card.

#### Severance

90. If at any time any provision of the Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

91. No provision in these Conditions shall affect your statutory rights under the Consumer Credit Act, 1995 or any regulations made thereunder. In the event of any conflict between these Conditions and such rights, your statutory rights shall prevail.

#### Governing Law and Jurisdiction

92. The Agreement will be treated as having been executed within the Dublin Metropolitan area at AIB Card Issuing, Sandyford, Dublin 18.
93. The Agreement is governed by the laws of Ireland and for our benefit you submit to the Irish Courts with respect to any dispute out of or in connection with the Agreement.

#### Copy Agreement and Larger Version

94. You can obtain a copy of these Conditions (including a version in larger print) and all other documents which make up the Agreement by contacting us. Our contact details are set out in the 'Contacting us' section of these Conditions.

#### Language

95. These Conditions and all information and communication with you will be in English.

#### Complaints

96. If you feel we have not met your expectations in any way, please let us know so that we can address the problem as quickly as possible. If you wish to make a complaint, you can do so by visiting our website or by writing to your branch and we will look into it. If you are still not happy with the conclusion that we come to, you have the right to take your complaint to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Ombudsman's office is independent and it looks into and makes a decision on, the complaints of personal and some small business customers.

You may be able to submit a complaint for online resolution to the European Commission Online Dispute Resolution platform (available at <https://ec.europa.eu/consumers/odr/>) if you are not happy with how we have handled a complaint or if you prefer not to deal directly with the Financial Services and Pensions Ombudsman.

You'll find more about the steps we take to try to solve your complaint in our complaints brochure, which is available in any of our branches or on our website.

#### Contacting us

97. At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up-to-date details can be found on your Statements.

Our address is:  
AIB Card Issuing  
PO Box 708  
Sandyford  
Dublin 18

For lost, stolen or misused cards telephone us, 24 hours a day, at: **1800 24 22 27** or (from outside Ireland) **353 1 2695022**. If you are abroad, you can contact Visa Global Assistance free of charge. Please see <https://aib.ie/contact-details> for their contact details.

For all other queries telephone us at: **(01)-6685500** or (from outside Ireland) **00 353 1 6685500**.

If we contact you by SMS Message in accordance with Condition 26 you may reply to the SMS Message.

98. Access to your Account by telephone and online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means will be in accordance with our procedures and the terms and conditions applicable from time to time for such access.
99. If you are posting your application to us please place it in an envelope addressed as follows: AIB Card Issuing, FREEPOST, PO Box 708, Sandyford, Dublin 18.

#### Contacting you

100. Subject to applicable law we may contact you in person, by phone (including SMS Message), by post, by hand delivery, by fax, by email or online (for example, via any message facility available on AIB Internet Banking or similar systems) or other electronic means. If we believe that the security of your Account has been compromised or fraudulent activity may be occurring on your Account we will contact you as soon as possible by text, over the phone or in writing.

We will never request your personal banking details (for example account numbers, PIN and/or other login details) via letter or email.

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will never ask you to make payments from your Account to any other account or ask you to provide your security details.

In order to ensure that we communicate with you securely it is very important that you tell us immediately if your name, address, telephone number or any other contact details change. You should also make sure that arrangements for receiving mail at your address are secure.

#### **Data protection**

101. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in branches and online. It may change from time to time.

#### **Condition 102 APPLIES ONLY IN RELATION TO THE PLATINUM CREDIT CARD**

##### **Cashback Awards**

102. An award of 0.5% of the amount of all purchase transactions will be credited to the Account on the monthly Statement by us subject to the following:

- Awards will be paid on total aggregate purchase spend above EUR5,000 and up to EUR50,000 in each 12-month period.
- No award will be payable in respect of:
  - Cash advances
  - Balance Transfers
  - Fees
  - Interest
  - Refunds
  - The first EUR5,000 purchase spend in the 12-month period
  - Purchase spend greater than EUR50,000 in the 12-month period
  - Any spending in a month where your Account is two or more payment cycles overdue
- If you receive a refund for a purchase after we have given you your award payment (and we had included that purchase in calculating the value of your award) we will take the refund into account when calculating the value of your next award payment.
- The maximum award for each 12-month period is EUR225.
- Where a payment is made against an Account overdue for two or more payment cycles, calculation and payment of awards will resume after the payment has been credited to the Account.
- No award will be paid in any 1-month period in which the Agreement is terminated by either party; if bankruptcy proceedings have been started against you, or if you and/or any authorised user have committed a fraud on the Account.
- We may change the percentage of the award given and make other changes to or withdraw the award scheme by giving you notice in accordance with the 'Variation of the Agreement' section of these conditions.