

# AIB Personal Credit Card

## Terms and Conditions of Use

Effective date 31 January 2021



### 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 Card 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.

**AIB Banking App** means an AIB application which can be downloaded from a software application distributor(s) and which can be used for authentication purposes as required when making Transactions, to access banking services and/or such other uses as we may designate from time to time.

**Authorised User** shall have the meaning set out in Condition 16.

**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**”) and 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 including their successors and assigns and does not include Authorised Users.

**Card Scheme** means a scheme governing the issue and use of Cards, for example Visa, as that Card Scheme or name may change or as we may replace that Card Scheme from time to time.

**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 and each one will be referred to as a ‘**Condition**’.

**Contactless Transaction** means a Transaction that is authorised by you touching the Card or Device against a terminal, generally without the need to insert your Card. Whether this is available or not depends on the amount of the Transaction. You may or may not have to use your PIN or Security Details. Not all terminals can process such 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 to or that you use to access a Digital Wallet and/or an AIB Banking App.

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

**Digital Wallet** means a digital wallet or any electronic payment system that your Card has been registered to, which allows you to use your Card or an electronic record of your Card to carry out Transactions.

**Digital Wallet Agreement** means any terms and conditions applicable to a Digital Wallet (as may be amended from time to time) 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 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.

**Outstanding Balance** means, at any time, the debit balance outstanding on the Account at that time.

**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 online, for example, Visa Secure, as such system or name may change or be replaced from time to time.

**Security Details** means any security details arising out of any security procedure that we may require you to 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 (to include but not limited to, voice or 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 76.

**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 10 Molesworth Street, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 24173.

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 Card Scheme logo is displayed. A Credit Limit is applied and interest is payable after any relevant interest free period.
2. We have duties under laws concerning money laundering, financing of terrorism and taxation to ask you, or someone opening an Account and/or applying for a Card on your behalf, for certain information about you and/or the person opening the Account for you. Unless we already have it, you and/or the person opening the Account for you will need to provide us with information to identify each or any of you and proof of your permanent address. We may also need documentation to prove your relationship with the person opening the Account on your behalf. Your Account may not become active until we have received and approved these documents.
3. There is a variety of means by which you can authorise 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, phone, Device, or online 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 to effect a Contactless Transaction, where your Card and/or Device is enabled to effect Contactless Transactions; and
  - authorisation by means of your Card and signature.
- 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 has been compromised, lost, misused or stolen;
  - at any Cash Machine abroad in violation of local regulations in that jurisdiction; or
  - for any illegal purchase or purpose whatsoever.

#### Looking after your Card, PIN and other Security Details

- The Card PIN and Security Details must be used in accordance with these Conditions and any other terms and conditions used in connection with your Card. Each Card is and remains our property and may be cancelled, suspended, blocked, recalled or retained by us in accordance with the provisions of the Agreement.
- 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 Security Details secret and your Card 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;
  - ensure we have your up to date contact details. For example we will need details such as your mobile phone number, home phone number (if applicable), address and e-mail address in order to confirm your identity to us for certain online Transactions, if needs be. We may also use these details as set out in the 'Contacting you' and in the 'Variation of the Agreement' sections of these Conditions. Please tell us immediately if there is a change to any such details or a change of name, bankers, business, or your address to which Statements are sent so that we can issue your Statements in accordance with the 'Monthly Statements and Payment Arrangements' section of these Conditions; and
  - before you replace or dispose of a Device, you must ensure you delete any Digital Wallet or AIB Banking App from that Device. You should also immediately delete any information such as an email or SMS Message sent or received by you in connection with your Card or Account. You must not have any reference(s) to or details of your PIN or any Security Details on your Device.
- You must not:
  - let anybody else obtain, know or use your Card, PIN or Security Details;
  - 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 otherwise, or to report it lost, misused, stolen or likely to be misused;
  - write or record in any other manner your PIN or Security Details; or
  - give your Device to other people or allow others to use it as they may be able to access or use your Digital Card or AIB Banking App.

#### Credit Limit

- 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 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.
- 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

- A Card must not be used:
  - if the Agreement is ended;
  - after a Card has expired or been reported lost, misused or stolen or has been cancelled, blocked or suspended or if your Card, your Security Details or PIN have been compromised in any way;

- 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 (also see Transactions)

- 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.
- Cash withdrawals are subject to both Transaction and daily limits. The Transaction limit can vary between financial institutions and from time to time. The daily cash limit will be determined by us and may vary from time to time. Details of the daily cash limit are available by contacting us as set out in the 'Contacting Us' section of these Conditions.
- We are not obliged to provide Cash Machine facilities at any particular time and may withdraw or terminate such facilities without notice. We are not liable for any loss or damage sustained or incurred resulting from (i) failure to provide any Cash Machine facilities, or (ii) failure or malfunction of a Cash Machine.
- A Card may be used outside Ireland subject to any limits or regulations that may be imposed by the appropriate regulatory authorities in the relevant jurisdiction(s). These limits and regulations may change from time to time.
- Our standard fees apply 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. This may result in an amount debited from the Account that is different from the amount you withdrew. We do charge for non-euro Transactions as detailed in the fees and charges booklets available on our website or in branches or by contacting us as set out in the 'Contacting us' section of these Conditions.

#### Authorised Users

- 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 as set out in the 'Contacting us' section of these Conditions, as to 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 (for example Condition 32). It is the responsibility of the Cardholder to furnish the Authorised User with a copy of these Conditions and any amendments, extensions or supplemental conditions that we may notify the Cardholder of from time to time. 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.
- We reserve the right to cancel an Authorised User's Card at any time. If we do, we will contact the Cardholder beforehand. We can also cancel any additional Card at any time if the Cardholder contacts us to request this by contacting us as set out in the 'Contacting us' section of these Conditions, in which case the additional (physical) Card, must be cut in two (through the signature box, magnetic strip and Chip) for security reasons, and be returned to us at the address in the 'Contacting us' section of these Conditions. How we can contact each other is also set out in the 'Contacting us' section. All applicable Digital Cards related to the Card must be deleted or deregistered from any applicable Device.
- 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.

19. 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

20. You must exercise all reasonable care and take all necessary steps to ensure the safety of the Card, PIN, Security Details, and any Devices. If you think someone else knows your PIN or Security Details or if your Card or any Device is lost, misused, stolen, used, or likely to be used, for a fraudulent or improper purpose, or you think the safety or use of your Card and/or Device is or may be in any way compromised, 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.
21. Notification of loss or theft of a Card or the compromise of its details or your PIN or Security Details will be accepted by us from card protection service organisations and/or the Card Schemes.
22. By reporting a Card and/or a Device as lost, misused or stolen or as being used, or likely to be used, for a fraudulent or improper purpose, or where the safety of the Card and/or Device has or may have been compromised, you will be deemed to have thereby authorised us to cancel that Card (including any Digital Cards registered or accessed on a reported Device). The Card and/or Digital Card 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.
23. Except as set out in Condition 24 below, if you notify us without undue delay that a Transaction was not authorised by you arising from the use of a lost, misused or stolen Card, or from a failure to keep your Security Details safe, usually we will refund the amount of the unauthorised Transaction to you and restore your Account to the state it would have been in 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.
24. 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 or any Security Details;
  - the security requirements applicable to a Digital Card and/or Device as set out in the relevant Digital Wallet Agreement, and/or this Agreement;
  - any reasonable security requirements applicable to a Digital Card and/or Device as set out in the relevant Third Party Agreement and/or any other agreement relevant to your Card;
  - any Transactions were effected as a result of the breach of Condition 6; 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.
25. In the event of notification by you in accordance with Condition 20 above, you will co-operate with us and the police or other relevant authority in any investigation and give us and the police or other relevant authority all information relating to such loss, theft or disclosure and all reasonable assistance. You authorise us to inform any appropriate third party of the loss, theft or possible misuse of the Card and to give them such other information as may be required.
26. 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.
27. 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 take whatever action we consider appropriate, including investigating, intercepting, refusing or delaying payments to or from your Account and/or declining to authorise Transactions on the Account for any valid reason (for example, where we may suspect fraud, money laundering, terrorism, if we believe we have been provided with incorrect information or we have concerns about the security of your Account). We may contact you to satisfy ourselves in

relation to the nature of the Transaction or payment on the Account. We will try to contact you by SMS Message or as otherwise set out in the 'Contacting you' section of these Conditions before we take a decision to decline authorisation of a Transaction or take any of the actions set out in this section. If we contact you by SMS Message you may be asked to confirm a Transaction or a payment by sending us an SMS Message in reply. It may not always be possible for us to contact you before we cancel, block or suspend your Card or decline a Transaction or take any other necessary steps 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

28. The amount of all Transactions will be debited to the Account reducing the Available Credit. The timing of the debit may vary and may depend on when we receive the Transaction details, for example when we receive such 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 (also see Cash Withdrawals)

29. 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 phone, Device, mail order, online, PIN, Security Details, signature, by use of a Safeguard System, by way of a Contactless Transaction or by using a Digital Wallet, even where such Transactions are effected or are in breach of these Conditions. When a Transaction is authorised by your use of your PIN, any Security Details, Safeguard System or other authentication process, this will be regarded as evidence that the Transaction was authorised by you. You should therefore check the amount of every Transaction and that all other details and 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. When requested, if you are unable to provide your PIN, Security Details or complete any authentication process, we may decline to authorise the Transaction.
30. 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 a recurring Transaction (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. Your Card is automatically enrolled in a card updater service with the relevant Card Scheme (for example, Visa). This service allows a participating Merchant to access Card details through the Card Scheme so they can continue to process a Transaction, recurring or otherwise. As not all Merchants participate in this service, you should still notify each Merchant when your Card details or the status of your Account changes. If you don't, your Account may or may not still be charged. You are responsible for making sure the Merchant has your new Card details to process a Transaction. If you would like to opt out of the card updater service, please contact us using the details set out in the 'Contacting us' section of these Conditions.
31. You can use a Card and/or a Device to make a Contactless Transaction without using the Chip and PIN and/or Security Details. Information about Contactless Transactions (for example monetary limits) are available on our website at [www.aib.ie](http://www.aib.ie) or by contacting us as set out in the 'Contacting us' section of these Conditions. When you use your Card and/or a Device for a Contactless Transaction, where possible, we will take it that the Transaction was authorised by you.
32. When you want to make a Transaction online, we may need to confirm it's you before the Transaction can be authorised. We'll do this by using a Safeguard System and may also use an authentication service. Your Card is automatically enrolled for a Safeguard System, however the Cardholder or Authorised User may need to register for an authentication service. This authentication service will require you to enter your Security Details to identify you, for example, using an AIB Banking App, or any other way made available by us. If we ask you to identify yourself and you can't or you don't follow the instructions for the Safeguard System or the authentication service,

we will take it that your Transaction is not authorised and it will not go ahead.

For this reason, it is important to ensure that the personal information we hold about the Cardholder and the Authorised User is up-to-date (for example your mobile phone number and email address).

To find out more about this please go to [www.aib.ie/webshopping](http://www.aib.ie/webshopping).

33. When a Funds Transfer is authorised by use of a passcode or any other authorisation procedure required as part of that service, the successful use of the passcode or procedure will be taken that the Transaction was authorised by you.
34. Non-euro Transactions will be converted to euro using the Card Scheme exchange rate. We have no control over when the Transaction is processed by the Card Scheme and when the exchange rate is applied. For most non-euro Transactions, the Card Scheme generally applies their exchange rate within a few days.

More information on how and when these exchange rates apply is available on our website [www.aib.ie](http://www.aib.ie).

For Transactions within the EEA, we provide a comparison by way of percentage mark-up between (i) our rate which is made up of the Card Scheme exchange rate for that day in addition to our currency conversion fee, and (ii) the European Central Bank foreign exchange rate. This is available on our website [www.aib.ie](http://www.aib.ie)

We may also be required by law to send you information electronically once you have completed a non-euro Transaction in the EEA in accordance with the "Contacting you" section.

In addition to the fees, charges (and interest, if applicable) referred to in Condition 53 you may also be charged a transaction fee by the local bank which processes the Transaction. For further information you can contact us using the details set out in the 'Contacting us' section of these Conditions or visit our website [www.aib.ie](http://www.aib.ie).

#### Monthly Statements and Payment Arrangements

35. 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 date of the Statement, and (c) the date the minimum payment is due.
36. If a Statement is not received for any month (for example, you move house and don't notify us of your new address), or if it cannot be produced or issued for any reason your responsibilities under this Agreement still continue. You will be required to make the appropriate minimum payment by using our online or telephone banking facilities or by contacting us as set out in the 'Contacting us' section of these Conditions.
37. The initial monthly payment will fall due within the period chosen on the Card application form following the first use of the Card. Each month the Cardholder must make the minimum payment to the Account as calculated from the Outstanding Balance on the Statement date and stipulated in the Statement for that month. When setting up a direct debit the Cardholder may select the minimum payment as any of the following percentages of the Outstanding Balance: 3%, 5%, 10%, 20%, 25%, 50% (subject to a minimum payment of EUR6.35 if greater) or 100%. The minimum payment for Cardholders who do not pay by direct debit or have not selected a minimum payment percentage will be calculated at 3% of the Outstanding Balance shown on your Statement 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. Personal Premier Visa Card holders must pay the Outstanding Balance shown on your Statement, in full and on the indicated payment due date. This payment will be effected by us initiating a direct debit to the Cardholder's bank account on or immediately after the payment due date on the Statement.
38. 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

39. If the minimum payment is not paid by the payment due date, we may decline to authorise Transactions.
40. 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 56 to 59 and the period referred to in Condition 56 will not be extended.
41. 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.
42. (a) Should a payment be received by us from you 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 and those payments are 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.
43. Funds Transfers are generally treated as payments made to the Account and therefore, will be reflected in the current amount due for settlement as required under Condition 37, unless the Merchant has initiated this as a refund.
44. 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.
- Where an incorrect amount is paid to or from your Card, we may make any adjustment necessary on your Account. We do not have to contact you to tell you beforehand. If there are insufficient funds in your Account, then you will still be responsible for the payment of this amount, to include any costs or expenses we incur.
- Where a payment to your Account is recalled by the paying financial services provider or is returned by us (for example, due to mistake, fraud or the operation of any clearing rules), we may reverse that payment without having to contact you about it.
- Where any adjustment has been made to your Account through no fault of ours, you may have to pay us any fees, charges or interest associated with doing this and we may take any amount you owe us from your Account.
45. 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.
46. 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 to the extent permissible by law.

#### Electronic Statements (eStatements)

47. This section only applies 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 available on our website [www.aib.ie](http://www.aib.ie).
48. The format of an eStatement varies from a paper based Statement and, in particular, you will not receive a 'bank giro' form.

49. 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

50. You should carefully examine all Statements and any other Account information received or accessed by you 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.
51. (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 24 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:
- your authorisation did not specify the exact amount of the Transaction when the authorisation was made; and
  - the amount of the Transaction 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 this Condition above where you have given us direct permission to carry out the Transaction, and where applicable, where the information on the future Transaction 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 Transaction 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 Transaction not taken place provided:
- there is no undue delay on your part in notifying us of an incorrectly executed or non-executed or late executed Transaction; and
  - none of the events detailed in Condition 90 (i) prevented us from making the Transaction.

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

52. 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 if:
- you have given your consent to execute the Transaction directly to the payment service provider; and
  - where applicable, information on the future 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

53. 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 our schedule of fees and charges relevant to your Account type for the time being

in force, as detailed in the fees and charges booklets available on our website [www.aib.ie](http://www.aib.ie) or in branches or by contacting us as set out in the 'Contacting us' section of these Conditions; 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 all these amounts owing by you 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 or other services connected to the use of your Card under the Third Party Agreements. You are solely responsible for the payment of these fees and charges.

54. 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 your next Statement.
55. 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 our 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

56. Interest will not be charged if you pay the full Outstanding Balance shown on your current Statement by the payment due date shown on the Statement and additionally you have paid the full Outstanding Balance shown on your previous Statement by the payment due date shown on that Statement. 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.
57. If the full Outstanding Balance shown on your Statement 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.
58. Subject to Condition 56 above, interest will be payable on all amounts owing to us on the Account. Interest will accrue on a daily basis at the current rate advised to you (which is a variable rate). Where a demand has been made or judgment sought for amounts you owe to us, interest will continue to accrue. 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.
59. 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

60. 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 of the variation and also of the corresponding change in the purchase interest rate in accordance with the 'Variation of the Agreement' section of these Conditions. On receiving such notification, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 64.

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

61. **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 60.

We offer regular users who meet certain conditions an incentive purchase interest rate. Cardholders whose spending volumes are sufficiently high and who do not incur two or more penalty fees (in accordance with Condition 62) will be charged the lower purchase interest rate. Other Cardholders 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 Cardholders) and remain at the higher purchase interest rate (for existing Cardholders).

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 on the Statement.

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 AIB 'be' credit card only.

62. Penalty fees are incurred in the event of:

- a late payment;
- a returned payment; or
- the first time your Outstanding Balance exceeds your Credit Limit in each statement period.

### Issuing Cards (new and replacement)

63. New Cards may be issued by us to you from time to time without the need for further application. Before you use your new Card, we may require you to activate it. If required, we will send you details on how to do this with the Card.

If a Card is reported lost, stolen, misused, or its safety has or may have been compromised 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 66) not to issue a renewal or replacement Card.

### Ending the Agreement

64. The Agreement shall continue until ended by either the Cardholder or us. The Cardholder may at any time end the Agreement by giving notice by contacting us, as set out in the 'Contacting us' section' of these Conditions, and, paying any Outstanding Balance as well as all outstanding Transactions, fees, charges, all stamp duties and government levies and any accrued but unpaid interest, if not included in the Outstanding Balance at the time the Agreement is ended.

65. We can cancel any Card or end this Agreement on providing you with two months' notice (or shorter notice period if permitted by law).

66. Without any liability to you, we are also entitled to immediately temporarily or permanently block, suspend and/or cancel any Card and/or refuse to issue, renew or replace any Card and/or end this Agreement, if:

- (a) you are in breach of this Agreement or any other agreement with us;
- (b) 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 or you are subject to a debt resolution mechanism (or similar) under the Personal Insolvency Act 2012 (as amended, repealed or supplemented from time to time) or similar legislation or you are the subject of any other insolvency event/arrangement;
- (c) any form of attachment order is made against you;
- (d) judgment is obtained against you and remains unpaid for a period of fourteen days from the date of such judgment;
- (e) you are no longer, in our opinion, able to manage your financial affairs or are unlikely to be able to pay your debts as they fall due;
- (f) you die;
- (g) it becomes unlawful for you to continue to have a Card;
- (h) we must do so in order to comply with any law, regulation or direction from a relevant authority or court;
- (i) you use (or allow someone else to use) your Card and/or Account for any unlawful or other inappropriate purpose or if we suspect this to be the case;
- (j) you commit or attempt to commit fraud against us or some other person or entity or there is a reasonable suspicion of unauthorised or fraudulent activity on a Card or the Account;
- (k) you have failed security checks in a manner that we deem unacceptable;

- (l) a Card has become inactive noting we would normally consider a Card inactive if it has not been used for 12 months;
- (m) if you fail to make any payment when it falls due;
- (n) for any reason this Agreement becomes unenforceable or void;
- (o) on a material change relevant to you occurring which is in the opinion of the Bank prejudicial to the Bank's interest; or
- (p) 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 provide us with false or misleading information at any time.

Where your Agreement is ended or a Card is cancelled, blocked or suspended in any of the above circumstances, we will endeavour to give you advance notice of such action unless we are prevented from doing so by law or it would not be practicable to do so. If such is the case, we will inform you as soon as possible after.

- 67. Once the Agreement is ended or a Card is cancelled:
  - (a) you must cut all physical Cards in two (through the signature box, magnetic strip and chip) delete or deregister all related Digital Cards; and
  - (b) you should cancel any Transaction (whether or not it is a recurring Transaction) due to be made to or from the Account (for example, to utility or insurance companies). If you do not do so you will still remain liable for any amount owing.
- 68. If this Agreement is ended you 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.
- 69. The terms of this Agreement will continue to remain in full force until all money owed to us is paid.
- 70. We may be required to publish the suspension or cancellation of any Card.
- 71. If you make, or a notification is made under Condition 20 or 21 or if the Agreement is ended we may request a Merchant 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. You must still delete or deregister all related Digital Cards.
- 72. 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 cut in two (through the signature box, magnetic strip and Chip). Any related Digital Cards must be deleted or deregistered.
- 73. 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

- 74. We may assign, novate or otherwise transfer all or any of our rights, benefits and/or obligations under the Agreement to any natural or legal person at any time and without notice to you. You shall enter into all documentation specified by us to be necessary or desirable to give effect to such assignment, novation or transfer at our expense.

#### Refunds

- 75. 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 37. 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

- 76. Third parties providing applications or services in connection with the use of your Card(s), Digital Cards and/or Digital Wallet (for example, a mobile phone provider or app provider) may have their own agreements, including in relation to fees which you are subject to in relation to your use of your Card(s), Digital Card and/or Digital Wallet (the "Third Party Agreements"). It is your responsibility to read and understand such Third Party Agreements before you sign up to the relevant application or service and you agree to comply with all such terms and conditions. We shall have no responsibility or liability in respect of any Third Party Agreements nor any other applications or services which are provided by third parties in connection with the use of your Card(s), 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

- 77. 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.
- 78. We may provide you with, and we may keep a record of, documents which form part of this Agreement in either electronic or paper form. When you apply for your Card through our online banking services, you agree that electronic signatures may be used by us and you to confirm acceptance of documents which form part of this Agreement.
- 79. 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.
- 80. 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.
- 81. 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

- 82. These Conditions shall continue to apply to your Account unless and until altered by us in accordance with Conditions 83 to 88.
- 83. 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).
- 84. 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.
- 85. 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 as set out in the 'Contacting us' section of these Conditions. You will not be charged any extra fees, charges or interest for cancelling your Card. If we do not hear from you before the effective date after we give you notice of a change to the Agreement, we will take it to mean that you have accepted the change. Please see the 'Ending the Agreement' section for more information.
- 86. 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.
- 87. 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).
- 88. On receiving such notification, the Cardholder may end the Agreement and cancel the Card(s) in accordance with Condition 64. 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, fees,

charges, all stamp duties and government levies and any accrued but unpaid interest.

#### Waiver

89. 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.

#### Liability

90. (i) You will have no claim against us and we will have no liability to you nor will we be in breach of this Agreement:
- (a) for any increased costs or expenses, any loss of profit, business, contracts, revenues, anticipated savings, opportunities, goodwill or for any indirect, or consequential loss or damage;
  - (b) if you do not comply with this Agreement, any other agreement with us or any Third Party Agreements;
  - (c) where your loss relates to goods or items or services (including their delivery or condition) paid for using a Card or is due to the inability to use your Card for a Transaction or related service. We are not responsible for the delivery or condition of any goods or services paid for by Card or for any loss or damage in connection with any goods or services paid for by Card;
  - (d) where your loss is due to any third party refusing to accept, or delaying the acceptance of a Card, PIN or Security Details (including any loss due to the way such refusal or delay is communicated to you);
  - (e) where your loss is due to our decision not to offer, or to withdraw, any service or feature associated with a Card or Account or where we cancel, block or suspend your Card for any of the reasons set out in this Agreement;
  - (f) where the loss is due to our failure to follow instructions from you or a person authorised to act on your behalf, which in our reasonable opinion, lead us to suspect any fraudulent or improper activity on your part or on the part of any third party;
  - (g) where you have acted fraudulently or with gross negligence;
  - (h) if any of the details you gave us were wrong or insufficient; and/or
  - (i) where your loss is due to circumstances outside our control, which meant we couldn't follow this Agreement despite our best effort to do so (for example, a problem with a payment, settlement, clearance system or Safeguard System, AIB Banking App, labour disputes, act of God, contagious disease, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure/delay in message transmission via mobile phone network, prevention or hindrance in obtaining any energy supplies or the acts or omissions of our agents, contractors or any other third party) or any other reason outside of our control or that of our agents or contractors.

We will not be liable to you for any of the above losses or damages in any circumstances even if such loss or damage was reasonably foreseeable or relates to any action brought by a third party;

- (ii) 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; and
  - (iii) You shall hold us harmless from any loss or damage suffered by any person as a result of your breach of this Agreement.
91. Nothing in this section will stop us being responsible for your loss, if:
- (a) we act fraudulently, with gross negligence or such loss is a result of our wilful misconduct; or
  - (b) law or regulation does not allow us to exclude or limit liability.

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

92. 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 or Security Details, 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.

93. 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

94. 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.
95. No provision in these Conditions shall affect your statutory rights under the Consumer Credit Act, 1995 (as may be amended, repealed or supplemented from time to time) 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

96. 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

97. 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

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

#### Complaints

99. 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, 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

100. 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  
Co Dublin

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, as that name be updated or change from time to time. 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 27 you may reply to the SMS Message.

101. 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.



102. If you are posting your application to us please place it in an envelope addressed as follows: AIB Card Issuing, FREEPOST, PO Box 708, Co. Dublin.

#### **Contacting you**

103. Subject to applicable law we may contact you in person, by phone (including SMS Message or push notification), 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 ask you for your personal banking details (for example account numbers, PIN and/or other Security Details) by 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, but we will never ask you to make payments from your Account to any other account or ask you for your PIN.

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**

104. 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 105 APPLIES ONLY IN RELATION TO THE PLATINUM CREDIT CARD**

##### **Cashback Awards**

105. 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
  - Funds Transfers received
  - 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 ended by either party; if, in Ireland, or any other jurisdiction, bankruptcy proceedings have been started against you, you enter into a voluntary arrangement with your creditors, you are subject to a debt resolution mechanism (or similar), 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.