

# Credit Card

## Terms and Conditions

(Effective from 1 September 2016)

Bank of Ireland  UK

For small steps, for big steps, for life

This is a copy of your terms and conditions for you to keep. They are our standard terms and conditions on which we intend to rely. For your own benefit, and protection, you should read these carefully (before signing your Agreement). If you do not understand any point, please ask for further information.

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

**"Account"** - the Account we open to record Transactions;

**"Additional Cardholder"** - any person to whom you have asked us to give a Card so that person can use the Account;

**"Agreement"** - the agreement between you and us which includes these General Terms and Conditions;

**"Balance Transfer"** - a payment we make on your request to another organisation which pays off or reduces the amount that you owe to that other organisation excluding any Bank of Ireland Group company;

**"Bank of Ireland Group"** - us and any company which is from time to time a holding company of us, a subsidiary or subsidiary undertaking of us or that holding company and "subsidiary" and "holding company" shall have the meanings given in Section 1159 of the Companies Act 2006;

**"Card"** - the credit card including any renewal, replacement or additional credit card which we give you or an Additional Cardholder to use with the Account;

**"Cash Advance"** - any Transaction under which you or any Additional Cardholder receives cash or a cash substitute (for example, gambling transactions, gaming chips, purchases of currency and also cash-related transactions such as travellers' cheques or money orders) by using the Card or Card details, including where the Account is in credit;

**"Cash Limit"** - the maximum amount we allow you to owe us on the Account for Transactions which are Cash Advances;

**"Chip"** - an integrated circuit embedded in the Card and references to 'Chip' include a reference to all property and information stored in the Chip;

**"Credit Limit"** - the maximum amount we allow you to owe us on the Account as notified to you from time to time;

**"Credit Reference Agencies"** - means regulated organisations which hold credit information about customers that is used by lenders, examples include Experian Limited and/or Equifax Europe (UK) Limited and/or Callcredit Information Group Ltd and, if relevant, the Irish Credit Bureau (ICB) or any company which collects information relating to your credit rating;

**"MasterCard Exchange Rate"** - the exchange rate set by MasterCard from time to time, as shown, where applicable, on your statement;

**"Payment Machine"** - a machine capable of accepting the Card and/or Card details as payment for a Transaction;

**"PIN"** - your personal identification number issued by us to you, generally required at point of sale, or at an Automated Teller Machine ("ATM"), in order to authorise a Transaction;

**"Promotional Balance"** - means the amount you owe to us on the Account for Transactions made under a Special Promotion;

**"Purchase"** - any Transaction other than a Balance Transfer or Cash Advance under which you or any Additional Cardholder make payment using your Card;

**"Recurring Transaction"** - a regular payment (other than a direct debit or standing order) collected from your Account by a Retailer authorised by you to collect payments from your Account, in line with your instruction. Recurring transactions are not covered by the Direct Debit Guarantee;

**"Retailer"** - a supplier of goods, services or Cash Advances;

**"Security Details"** - are required for the use of your Card and can be either supplied by Us or selected by You and can include: PIN, password, security numbers or codes, your fingerprint or other distinctive personal characteristics to make an instruction;

**"Special Promotion"** - means a promotion we may make available to all or some cardholders from time to time, for example an introductory offer such as a 0% Balance Transfer rate;

**"Transaction"** - any Balance Transfer, Purchase or Cash Advance;

**"We", "Us", "Our"** - Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 7022885 and any other person to whom we may transfer any or all of our rights and duties under this Agreement;

**"You"** - the customer who is the principal cardholder under this Agreement.

### 2. CARD

- 2.1 You agree at all times to use the Card only in accordance with the terms of this Agreement. If we have a valid reason for doing so, we can at any time vary the terms of this Agreement and You agree to comply with any varied terms of this Agreement.
- 2.2 The Card and PIN may only be used by You and any Additional Cardholder. In this Agreement, when we refer to the 'use of the Card' this refers both to your physical use of the Card or Card number and/or the Security Details for transactions made online, using a mobile device, by telephone or by contactless.

- 2.3 The Card and the content of the Chip belong to us and can only be used in accordance with these terms and conditions. This means that we or any person acting for us, can cancel, stop, suspend or request you to return the Card at any time. We may at any time keep the Card or ask for the Card to be returned to us. At the end of your Agreement if we ask you to destroy the Card, you must do so immediately by cutting it in half vertically through the Chip.

### 3. PROTECTING YOUR ACCOUNT AND SECURITY DETAILS

You must:

- ▶ sign the Card as soon as you receive it;
- ▶ do everything that you reasonably can to keep your Card details and your Security Details safe.

**For example, you should not:**

- ▶ write down your PIN or other Card Security Details in a way that is recognisable on your Card or banking documentation;
- ▶ choose sequences of letters or numbers that may be easy to guess;
- ▶ let anyone watch you enter your PIN into an ATM or Card reading machine;
- ▶ take all reasonable care to ensure that the Card and Security Details are not lost, mislaid or stolen;
- ▶ not use the Card or your Account for anything illegal or to buy anything illegal;
- ▶ keep your Card receipts safe and dispose of them carefully;
- ▶ never give your Security Details to anyone unless you know who they are and why they need them;
- ▶ make sure that any Additional Cardholder takes the same precautions to protect the Card and your Account;
- ▶ comply with any new and/or enhanced security measures we may tell you about from time to time;
- ▶ contact us about any suspicious matter or problem regarding the use of the Card;
- ▶ co-operate with us and the police to recover lost or stolen Cards and to investigate any unauthorised transaction. If you are asked to provide details of an unauthorised transaction that has been reported to the police, you must do so.

### 4. USING YOUR ACCOUNT

- 4.1 We will debit or credit from/to your Account the amounts of all Transactions together with all interest, fees, and charges which become due under this Agreement.
- 4.2 Transactions using the Card may be authorised by You or another person You allow to use the Account (or an "Additional Cardholder") using a combination of the Card and/or Security Details or in other ways advised to you by us from time to time, in accordance with the terms of this Agreement.
- 4.3 Any Transaction occurring in a currency other than sterling will be converted into sterling at the MasterCard Exchange Rate for Transactions on the date the Transaction is posted to the Account. Please refer to the Summary Box for more information.
- 4.4 You must not:
- ▶ exceed the Credit Limit (please note that we can decline Transactions that cause you to do so, but in the event we do authorise such a Transaction, you will have to pay the relevant overlimit fee);
  - ▶ assume that you can use your Card if you have breached your Agreement;
  - ▶ use the Card before or after the period for which it is stated to be valid or after any notification given to you or to any Additional Cardholder of its withdrawal, or after this Agreement ends.
- 4.5 We may restrict your Cash Limit to a percentage of your Credit Limit. If we do, we will notify you of your Cash Limit at that time.
- 4.6 You cannot stop a Balance Transfer, Purchase or Cash Advance after it has been made.
- 4.7 Any Special Promotion which we may offer you is valid only for so long as you do not breach the terms of this Agreement (for example, if you fail to make the minimum monthly payment by its due date or if you exceed your Credit Limit). If you do breach the Agreement, we may remove any Special Promotion and the standard variable rates will apply to your Promotional Balance.
- 4.8 At the end of any promotional/introductory period, any outstanding balances will be subject to the applicable standard variable rate.
- 4.9 You are not permitted to have a credit balance on the Account and therefore you should not make payments that would place the Account in credit.
- 4.10 If you instruct us to make any payments to or from the Account and you provide us with incorrect payment details, this may result in a delay in any debits or credits to or from your Account.

## 5. BALANCE TRANSFERS

- 5.1 We can refuse a Balance Transfer or limit the amount for any reason (for example, for reasons related to fraud or where there are other legal, commercial or regulatory requirements). We will tell you if this happens unless a legal requirement means we cannot. Each transfer must be a minimum of £100 and a maximum of your Credit Limit less £200, unless the transfer is made through our online servicing function where the maximum limit must leave at least 5% of your available Credit Limit. Please ensure you check the maximum limits prior to effecting the transfer.
- 5.2 We may charge you a fee for each Balance Transfer, as set out in the 'Charges' section of the Agreement. We may send you offers from time to time for which a different fee may apply. We will tell you the fee, and other key terms, before you take up the offer.
- 5.3 It may take up to 3 weeks to process a Balance Transfer. You should continue to make payments to the other lender(s) (if appropriate) until the Balance Transfer shows as a credit on your Account with the other lender(s).

## 6. FEES AND CHARGES

- 6.1 The amounts of our fees and charges and details of when they will be payable can be found in your Summary Box and the Agreement. These fees and charges will be debited to your Account.
- 6.2 We may at any time increase or decrease any fee or charge payable under this Agreement or introduce a new charge for any service provided under or in connection with this Agreement. If we do this we will give you notice as provided in Clause 8 below.
- 6.3 If at any time during the Agreement you change your billing address to an address located in the Republic of Ireland you will be liable to pay Government Stamp Duty in accordance with Republic of Ireland Revenue legislation. The charge will appear in your statement if you are affected by this.

## 7. INTEREST

- 7.1 The APR and rates of interest payable by you under this Agreement and details of how and when interest will be charged can be found in your Agreement as varied, if applicable, by any notice of variation we have communicated to you.
- 7.2 All interest payable by you under this Agreement will be debited to your Account.
- 7.3 The total charge for credit at the 'Total amount payable' section of your Agreement is based on the assumption of a Credit Limit for Purchases of £1,200, debited to the Account in full on the date of the Agreement for a period of one year at the standard rate of interest for Purchases, with the credit being repayable in 12 equal monthly instalments beginning one month after the date of this Agreement. The 'Total amount payable' shown in your Agreement is only illustrative.
- 7.4 We may charge interest on interest if you do not pay the minimum payment amount shown on your statement. Please refer to your Agreement for further information on the way in which interest may be charged in the event of default.

## 8. CHANGES

- 8.1 We may at any time change:
  - ▶ the Credit Limit;
  - ▶ the Cash Limit;
  - ▶ the rates of interest if we have a valid reason for doing so;
  - ▶ the amount of any charge or fee payable under this Agreement;
  - ▶ any other term of this Agreement.
- 8.2 Changes in interest rates, the Credit Limit, or to any of our charges or fees may be personal to you and may be based on a number of factors such as your personal credit risk profile, whether you keep to the terms of this Agreement and the way in which you use the Card and your Account.
- 8.3 In addition to the changes mentioned at Clause 8.2, we may also make changes to take account of any of the following:
  - ▶ changes in financial market conditions or banking practice;
  - ▶ changes to the structure of our group or persons through whom we offer our products and services;
  - ▶ alterations in the costs of maintaining the Account;
  - ▶ complying with legal or regulatory requirements or recommendations or codes of practice or to bring us into line with market practice ;
  - ▶ changes in technology, such as differences resulting from new IT systems, security systems or other processes;
  - ▶ the introduction of a new service or improvements to the service we already offer you;
  - ▶ the correction of any genuine mistakes or omissions or to make the terms of this Agreement clearer or more favourable to you; or
  - ▶ for any other valid economic, business, regulatory or legislative reason.
- 8.4 Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not want us to increase the Credit Limit, you can ask us not to do so. At any time, you can ask us not to offer you future increases in your Credit Limit and to stop giving you information about increases to your Credit Limit. Before we agree to significantly increase your Credit Limit we will assess your credit profile based on our own records and/or the records about you held by the Credit Reference Agencies.

- 8.5 We may also change this Agreement by adding new terms or deleting existing terms, or both.
- 8.6 We will tell you about any changes (including any changes in interest rates and/or your Credit Limit) by:
- ▶ advising you in your monthly statements; or
  - ▶ sending you a separate written notice by post or electronically (including by email, online servicing, SMS messages or similar).
- 8.7 Except for changes to your Credit Limit and/or the interest rates, if a change that we make is to your benefit, we can make the change immediately and we will tell you about it within 30 days of the change having taken place.
- 8.8 Except for changes to your Credit Limit and/or the interest rates, if a change that we make is not to your benefit we will give you at least 30 days' advance notice of the change, and if you wish to do so, within 60 days of being told about the change, you can give us notice to close your Account. Please refer to Clause 12.2 for details of how you can do this.
- 8.9 If we increase your Credit Limit, we will give you at least 30 days advance notice of any increase.
- 8.10 If we reduce your Credit Limit:
- ▶ such reduction shall be with immediate effect where there is a reduction of unutilised credit or any of the circumstances set out in clause 11.2 apply;
  - ▶ we will give you at least 30 days' notice in all other circumstances. The new Credit Limit will not be lower than the balance outstanding at the time of notice.
- 8.11 Except for changes caused by a movement in our base rate (which is used to calculate the interest rate), or at the end of a special, introductory or promotional rate, we will give you at least 30 days' notice of any interest rate changes. If the interest rate change is due to a change in our base rate, then the change will happen immediately. We will only increase the interest rate if we have a valid reason.
- 8.12 You are entitled to reject any increase in your interest rate or any change to the terms of this Agreement in accordance with clauses 12.2 and 12.3.

## 9. PAYMENTS TO THE ACCOUNT

- 9.1 Details of the payments you must make under this Agreement and when those payments must be made can be found at the 'Repayments' and 'Amounts of repayments' sections of your Agreement.
- 9.2 Please refer to your statement to understand how you can make payments to your Account. When you make a payment, we will apply the money we receive from you to your Account as follows:

Payments we receive will be applied to the different amounts of your outstanding balance in the order of highest interest rate to lowest interest rate. If you have more than one balance at the same interest rate, your payment will be applied against transactions in the order of Cash, Purchases (including Purchases made during the introductory period), Fees and Charges, and Promotional Balances, with the exception of where a Default Charge is yet to incur interest, in which case the Default Charge will be paid off last. If you have more than one Promotional Balance at the same interest rate, your payment will be applied against the balance that ends first. If the payment is greater than your monthly statement balance, we will apply any remaining payment against transactions that have not yet appeared on your statement in the same order as those that have.

- 9.3 You must pay the minimum payment by the due date shown on your statement.

## 10. STATEMENTS

- 10.1 We will choose the date of your first statement. We will provide you with a statement showing all debits and credits to your Account since the date of your last statement. Statements will be sent each month if there have been transactions or other movements posted to your Account on or before the date the statement is created. This may be an online statement, by email or other electronic means where we have your consent to do so.
- 10.2 You must pay us at least the minimum amount shown as due for payment by the date indicated on the statement. You should check your statements and you must tell us as soon as possible if you think your statement is wrong.

## 11. RESTRICTIONS ON USE OF THE CARD

- 11.1 We may without prior notice to you or any Additional Cardholder:
- ▶ refuse to allow or authorise payment under any Transaction;
  - ▶ suspend, restrict or terminate your (or any Additional Cardholder's) right to draw upon credit;
  - ▶ withdraw the Card;
  - ▶ refuse to replace the Card;
  - ▶ reduce any unutilised credit.

If we do this, the Payment Machine will display the information that the Transaction has been declined and/or we may write to you and/or contact you by telephone and/or any other form of communication you have requested.

- 11.2 We will be entitled to take such steps as are reasonably necessary to effect any of the actions specified in 11.1 if:
- ▶ you (or any Additional Cardholder) are in breach of this Agreement;
  - ▶ we have reasonable grounds to believe that there is a significantly increased risk that you (or any Additional Cardholder) are getting into, or are in financial difficulties, or are or may become bankrupt or subject to a voluntary arrangement or are unable to fulfil your obligations to repay the credit;
  - ▶ you die;
  - ▶ you (or any Additional Cardholder) use the Card for business purposes;
  - ▶ we have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
  - ▶ there is a change in your personal risk profile;
  - ▶ any information provided by you to us is inaccurate or misleading;
  - ▶ the Card is being used for a purpose that could reasonably be expected to give rise to a material reputational risk to us, and we notify you upon exercising our rights under clause 11.1; or
  - ▶ we have any legal, regulatory or other objectively justifiable reason.
- 11.3 If we suspend, restrict or terminate your use of the Card and your use of the Account, we will tell you. We will also tell you why we have suspended, restricted or terminated your use of the Card and your use of the Account, unless for legal reasons we cannot give you this information. We will give you advance written notice if possible; otherwise, we will give you written notice immediately after any such suspension, restriction or termination.
- 11.4 We reserve the right to refuse to accept an application to open an Account without giving you any reason other than is required by applicable regulation.

## **12. ENDING THIS AGREEMENT**

- 12.1 You may end this Agreement at any time by giving us one months' notice and paying us the outstanding balance on your Account in full.
- 12.2 If we make a change to any term of this Agreement and the change is to your disadvantage you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right you must write to us within 60 days of the date on which we first told you about the change.
- 12.3 If we make an increase to an interest rate applicable to your Account, you can close your Account and pay off the outstanding balance in full at the existing interest rate, in accordance with this Agreement. If you want to exercise this right you must write to us within 60 days of the date on which we first told you about the increased rate.
- 12.4 Unless there are exceptional circumstances or unless you are in breach of this Agreement, we can end this Agreement at any time by giving you at least two months' written notice. The Agreement will then terminate at the end of the period of two months beginning with the day after the day on which we give you notice.
- 12.5 If you breach this Agreement, we will send you a default notice under the Consumer Credit Act 1974.
- 12.6 When this Agreement ends for any reason you and each Additional Cardholder must repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rate will continue to be charged on the outstanding balance until it is paid in full.

## **13. THEFT, LOSS OR MISUSE OF CARD**

- 13.1 If the Card is lost or stolen or if you know or suspect that the PIN, Card number or other Card Security Details have been misused or are likely to be misused, then you must notify Bank of Ireland UK Credit Cards as soon as you can, using the contact details set out below. You can call us or you can write to us. If such notification is received orally you may be required to provide further information in writing as part of our investigation. We can also ask you to provide further information to help us look into any unauthorised use of your Card, Pin or Security Details.
- 13.2 Unless we can show that you acted fraudulently or you authorised the use of your Card by someone else, you will not have to pay anything if the misuse of your Card happened:
- ▶ before you received your Card;
  - ▶ after you notified us of loss, theft or unauthorised use or that the Card details might be known to someone else;
  - ▶ as a result of the Card details being used by someone else but the Card was not lost or stolen (for example the Card was "cloned" or "skimmed" when you used it in an ATM or Payment Machine); or
  - ▶ as a result of the Card details being used by someone else to make a payment by telephone, using a mobile device or online.
- 13.3 Unless we can establish that you acted fraudulently, or you authorised the use of your Card by someone else, you will be liable for the first £50 of losses which occur during the period of unauthorised use of your Card which starts when your Card is in the possession of an unauthorised person and ends when you notify us of this, or when you, or we recover possession of the Card (whichever is first).
- 13.4 If we can show that you acted fraudulently or that you authorised the use of your Card by someone else, then you may be liable for all losses.

If you need to tell us under clause 13.1 that your Card is lost, stolen or likely to be misused, then you should call or write to us at:

Bank of Ireland UK  
Lost or Stolen Credit Card Services  
Operations Unit  
Cabinteely  
Dublin 18

Telephone 0345 3098099 or if outside UK +44 345 3098099

#### **14. RETAILERS**

- 14.1 In some cases a Retailer may need to ask us for authorisation for a particular Transaction. This can happen even if the amount of the Transaction would not cause you to go over your Credit Limit. The granting of any such authorisation has the effect of reducing the funds available to you at that time.
- 14.2 We will not be liable for the refusal of any Retailer to accept or honour the Card.
- 14.3 Your Card may be used to make payments in retail outlets with a compatible payment terminal or when you are not in the presence of a Retailer, for example, by telephone or on the internet. The way in which you authorise such payments may vary according to the functionality of your Card and the Retailer facility. The amount of the Transaction must be confirmed with the Retailer at the time of authorisation.
- 14.4 If you are unable to use a PIN due to a disability or medical condition, please contact us on 0345 3098 099 for an alternative.

#### **15. DISPUTED TRANSACTIONS AND REFUNDS**

- 15.1 If a Retailer gives you a refund in respect of a Transaction which you made using your Card we will credit the Account with the amount of the refund only when we receive the appropriate notification from the Retailer which is acceptable to us. We will charge you interest on the amount of the Transaction until we credit the amount of the refund to your Account.
- 15.2 If you tell us that a Transaction debited to your Account is not correct, we will ask you for information to help us investigate. If we find that the Transaction is incorrect we will without delay refund the full amount of the Transaction and restore your Account to the position in which it would have been had the incorrect Transaction not taken place. If we do not agree that you are entitled to a refund we will tell you why.
- 15.3 If we receive evidence from a third party bank that an amount credited to your Account is not correct, we will protect the funds and give you 15 working days' notice before debiting the amount from your Account to be returned to the sender.
- 15.4 If you authorised a Transaction and at the time you authorised the Transaction you did not agree a specific price, then you can request a refund from us if the amount you are charged for the Transaction is more than you reasonably expected, taking into account your spending patterns and other relevant circumstances. We will ask you for information to help us investigate your request for a refund. If we do not agree that you are entitled to a refund we will tell you why. We will normally tell you whether or not we agree that you are entitled to a refund within 10 working days of receiving your request for a refund or within 10 working days of receiving any information that we ask you for, whichever is the later.
- 15.5 We do not have to agree a request for a refund under Clause 15.3 if any of the following apply:
  - ▶ the Retailer with whom the Transaction was made is outside the European Economic Area;
  - ▶ you do not make your request for a refund within 8 weeks from the date on which the Transaction was charged to your Account;
  - ▶ the reason that the Transaction is more than you reasonably expected is due to exchange rate fluctuations and you were told about the reference rate which would be used to calculate the exchange rate and this rate was applied to your Transaction;
  - ▶ you authorised us directly to make the Transaction and you were provided with information about the Transaction at least 4 weeks before the date for payment.

#### **16. ADDITIONAL CARDHOLDERS**

- 16.1 If you ask us to do so, we may issue an additional Card and PIN to any person you nominate as an Additional Cardholder. The terms and conditions of this Agreement apply to the use of any additional Card and PIN. You are responsible for making sure that the Additional Cardholder keeps to the terms of this Agreement.
- 16.2 All Transactions made by the Additional Cardholder will be charged to your Account and will be treated as having been made by you and all sums arising from such use will be payable by you. This will also apply in the event of a breach of the Agreement and you will have to pay interest, costs and charges under this Agreement in the same way as if you had breached the Agreement.

- 16.3 We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. We may, and shall on your request, disclose to the Additional Cardholder details of the Account.
- 16.4 An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## 17. GENERAL

- 17.1 We shall be entitled on giving you notice to set-off, combine or consolidate any sum of money due from you to us in respect of the Account, against or with any sum of money payable by us to you.
- 17.2 The Card may be used outside of the UK subject to limits and regulations which may be imposed by us or any official body from time to time.
- 17.3 The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.
- 17.4 We are not liable if we breach this Agreement due to abnormal and unforeseeable circumstances outside of our control. This may include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures or data processing problems. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. As you have entered into this Agreement with us as a consumer, we are not liable to you for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.
- 17.5 If, at any time, we delay in exercising our rights under this Agreement or if we do not insist on our strict rights under this Agreement, this does not mean that we have waived our rights and we can exercise them in full on another occasion.
- 17.6 We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.
- 17.7 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are ordinarily resident anywhere else.
- 17.8 All communications with you will be in English. We may communicate with you by email or other electronic means unless you advise us otherwise.
- 17.9 We may record or monitor phone calls between us and you or any Additional Cardholder so that we can check instructions and to make sure that we are meeting our service standards.
- 17.10 We may transfer to any other person any or all of our rights under this Agreement or our duties (including our duty to lend to you). You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your Account will be serviced. If after any such transfer, the arrangements for servicing credit do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result.  
This Agreement is personal to you and you may not transfer any of your rights or duties under this Agreement.
- 17.11 You must notify us immediately of any change to your address.
- 17.12 You and any Additional Cardholder must be aged 18 or over.
- 17.13 The Card can only be used for personal use.

## 18. WITHDRAWAL

- 18.1 If we accept your application, you will have a period of time in which to withdraw from the Agreement. Please refer to your Agreement for further details. If you wish to withdraw from this Agreement, you must contact us on 0345 3098 099 or write to us at Bank of Ireland UK Credit Card Services, Operations Unit Cabinteely, Dublin 18.
- 18.2 If you or any Additional Cardholder has used the Card(s), you will be required to repay the amounts outstanding which may include any interest due at the rate, or rates, provided for in the Agreement without delay and in any event no later than the end of the period of 30 days beginning with the day after the day on which you give your notice of withdrawal. If you do not withdraw from the Agreement within the requisite period, you will be bound by the terms of the Agreement which will continue unless terminated in accordance with Clause 12.
- 18.3 If you fail to repay the sums detailed at Clause 18.2 within the requisite period, this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

## 19. CARD PROTECTION

Card Protection Plan insurance provided by Card Protection Plan Ltd (CPP) is no longer offered to new customers. Any existing policies will continue to be subject to separate terms and conditions with CPP. CPP arranges direct cover with ACE European Group Limited (ACE). All benefits and terms and conditions are detailed in an insurance policy pack sent on acceptance of your application. More information is available by calling CPP on 0844 8481517. CPP and ACE are authorised and regulated by the Financial Conduct Authority. English law will govern your policy. The information you provide will be used by CPP to administer your policy, collect



payments when due, to process and settle claims and for marketing purposes. If you do not want your details to be used for marketing, please let CPP know when you take out your cover. CPP and Card Protection Plan are registered trademarks of CPP Group Plc® 2005.

## 20. PAYMENT/PURCHASE PROTECTION

Where payment/purchase protection insurance is taken you acknowledge that such insurance is subject to terms and conditions. We will debit the payment/purchase protection premiums (if any) to the Account on each monthly statement date. Bank of Ireland (UK) plc collects your payment protection insurance premiums and deals with premium refunds as an agent of Financial Insurance Company Limited. Limited (part of AXA). Financial Insurance Company Limited (part of AXA)(Company No.1515187. FCA & PRA No.202639) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Insurance Company Limited (part of AXA) is registered in England with its registered address at Building 6 Chiswick Park, 566 Chiswick High Road, London W4 5HR.

## 21. USE OF YOUR INFORMATION - DATA PROTECTION

### 21.1 Considering your application

The Card is issued by Bank of Ireland (UK) plc ("Bank", "we" or "us") who is the data controller. To help us decide whether to enter into this and any future agreement with you including consideration of any changes to your Credit Limit, we will search your record at one or more of our Credit Reference Agencies. They will provide us with information, including information from the electoral register. A record of our search will be made and this will be available to other organisations that make similar searches. This may impact on your ability to obtain credit elsewhere for a short period of time. Information held about you by the Credit Reference Agencies may already be linked to records relating to any person with whom you have previously stated there is a financial association ("associated person"). For the purposes of this Agreement/application you may be treated as financially linked to such associated person(s) and your application assessed with reference to any "associated" records.

If you are a joint applicant or if you have told us about an associated person as part of this application, you must be sure that you are entitled to: (i) disclose information about your joint applicant and such associated person, and (ii) authorise us to search, link or record information about you and such associated person at any or all Credit Reference Agencies.

Any information about an associated person which you disclose to us will be recorded by the Credit Reference Agencies. This will link your financial records including other names and addresses used by you and such associated person. In future applications by either or both of you, each of these financial records will be taken into account and this process will continue until one of you successfully files a disassociation at the Credit Reference Agencies.

We may also use information we gain from your performance of any other agreement you have with us or any Bank of Ireland Group company. We may also use a credit scoring system or other automated decision making system. Any information we hold about you or an associated person may be used for statistical analysis (whether an application is refused or declined).

### 21.2 Use and disclosure of your information

We will add to your record with the Credit Reference Agencies by giving information relating to your Agreement and information about how you manage your Account and your repayment record. We will also tell them of any default and any change of address you fail to tell us about where any payment is overdue. It is important that you give us accurate information. We will check your details with fraud prevention agencies when you submit your application and periodically as necessary during the term of this Agreement and if you give us false or inaccurate information, and fraud is identified, we will pass details to them. Law enforcement agencies may also access and use this information. The information we obtain will be shared with and cross-checked by other businesses, including Bank of Ireland Group companies, other lenders, fraud prevention agencies, companies or other bodies which maintain registers of assets and interests in them, any insurers, third parties engaged by us and anyone who introduced you to us. We and other organisations may also access and use this information to manage your Account and to prevent fraud and money laundering, for example:

- ▶ to check details on applications for credit and credit related services or other facilities;
- ▶ to verify your identity;
- ▶ to trace debtors or recover debt;
- ▶ to manage credit and credit related accounts or facilities and administer your Account;
- ▶ to check details on proposals and claims for all types of insurance;
- ▶ to check details of job applicants and employees;
- ▶ to carry out statistical analysis and market research; and
- ▶ to develop and improve the products and services we provide and make available.

This information will also be shared with Bank of Ireland Group Companies

so that they may carry out statistical research and analysis, compliance and regulatory reporting and administration of the Card. If you want to receive details of those fraud prevention agencies from whom we obtain and with whom we record information about you, please write to us at Bank of Ireland UK Credit Card Services, Group Financial Crime Unit, Ground Floor, Herbert Room, Cabinteely, Dublin 18. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We may make and keep copies of your passport, driving licence or other proof of your identity that you provide.

#### 21.3 Direct Marketing

We may contact you from time to time by post, telephone, email or SMS with details of special offers or other products and services which we or third parties offer unless you have told us otherwise. For this purpose, we may make use of an automated decision making programme now and in the future.

We may also share information about you with:

- (i) Bank of Ireland Group; and
- (ii) Any other person or company we select from time to time so that they can use it for similar purposes.

You have a legal right to stop us from contacting you or giving your details to others for direct marketing purposes. Please write to Bank of Ireland UK Card Services, 1 Donegall Square South, Belfast, BT1 5LR if you wish to exercise this right and we will stop doing so within a reasonable amount of time.

Please note that if you have other accounts with our group and/or have, at any time, provided marketing preferences different to those provided in this application, you may receive marketing information in accordance with the earlier preferences.

#### 21.4 Transfer of your information abroad

From time to time, we may disclose or transfer information about you to previously approved persons or companies who are based outside of the European Economic Area. We will only do so provided such persons or companies agree to give your information at least the same level of protection as we are required to give it in the UK and act solely on our instructions. Such transfer abroad will be for any of the purposes listed in sub-Clause 21.2 above.

#### 21.5 Sensitive Data

You may have provided information relating to a disability. You do not have to give us this information if you do not want to. If you choose to provide details, these will only be used to provide additional assistance where possible.

#### 21.6 Your right to information

You have a legal right to receive a copy of the information about you if you apply in writing to Customer Relations, Bank of Ireland UK Credit Cards, PO Box 3191, One Temple Quay, Bristol, BS1 9HY. A fee will be payable.

## 22. ABOUT US

For the purposes of its consumer credit activities, Bank of Ireland (UK) plc is authorised and regulated by the Financial Conduct Authority. See [www.fca.org.uk](http://www.fca.org.uk) for details. The information provided is correct at time of printing and is valid until varied in accordance with the General Terms and Conditions.

Bank of Ireland (UK) plc provides, amongst other things, credit and loan facilities to its customers. The basis on which the Card is supplied to you is set out in the General Terms and Conditions. Bank of Ireland UK adheres to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

## 23. COMPLAINTS, NOTICES AND REQUESTS

If you have a complaint, or you wish to send any notice or request to us under any statute or otherwise, you may contact Customer Services at Bank of Ireland UK Credit Card Services, Customer Care Team, PO BOX 3191, Bristol, BS1 9HY. Any notice or request shall be deemed to have been received by us when it is received at this address. If you cannot settle your complaint with us, you have the right to refer it to the Financial Ombudsman Service.

**If your Account is a Student Account, the following points do not apply:**

**Point 5 Balance Transfer**

**Point 16 Additional Cardholders**

**Point 19 Card Protection**

**Point 20 Payment/Purchase Protection**

**The specific Terms and Conditions below apply to MoneyBack cardholders only. MoneyBack MasterCard Terms and Conditions.**

### 1. Definitions

Terms not defined in these MoneyBack Terms and Conditions ("MoneyBack Terms") have the meanings set out in the General Terms and Conditions. In the event of any inconsistency between these MoneyBack Terms and the General Terms and Conditions, these MoneyBack Terms shall prevail.

- a. **"MoneyBack MasterCard"** means the Card, in relation to which you or an Additional Cardholder is entitled to participate in the MoneyBack Programme.
- b. **"MoneyBack"** means the monetary benefits received by you pursuant to the MoneyBack Programme.

- c. **"MoneyBack Programme"** means the programme whereby you may receive money back in respect of Eligible Purchases in accordance with these MoneyBack Terms.
  - d. **"Eligible Purchase"** means a purchase of goods and/or services by you or an Additional Cardholder using a MoneyBack MasterCard, save that the following will not be Eligible Purchases: (i) any Cash Advance obtained by you or an Additional Cardholder using the MoneyBack MasterCard; (ii) any balance transferred from another credit card; (iii) any Purchase which would cause the aggregate amount of Eligible Purchases to exceed the maximum aggregate amount for any Programme cycle; (iv) any interest or other charges or fees which may be debited to the Account from time to time; (v) any Purchases of Payment Protection Insurance or Card Protection Insurance which may be debited to the Account from time to time; (vi) any Purchase of goods or services that may be specified by us from time to time as not constituting Eligible Purchases; (vii) any Purchases made by you or an Additional Cardholder whilst you or the Additional Cardholder is in breach of these MoneyBack Terms or the General Terms and Conditions; (viii) any other debits which do not represent the cost of goods or services purchased using the MoneyBack MasterCard.
  - e. **"Programme cycle"** means, in the first year, the 12 month period from the date of opening the Account to the day before the first anniversary thereof. Subsequent Programme cycles shall begin and end on the same dates in each of the following years.
2. MoneyBack will be earned when a Transaction qualifies as an Eligible Purchase and is charged to your Account. Any MoneyBack earned in respect of an Eligible Purchase which is subsequently refunded will be deducted from your Account. The MoneyBack shall be calculated at the end of each Programme cycle on the aggregate amount of Eligible Purchases made during that Programme cycle less any refunds. The rate or rates of MoneyBack and the aggregate amounts to which it or they apply may vary from time to time as advised to you by us. Eligible Purchases made by an Additional Cardholder using an additional MoneyBack MasterCard shall be included in the aggregate amount (less any refunds) but payment of MoneyBack shall be made to you only. MoneyBack accrued less any refund will usually be detailed on the periodic statements of account which we send to you. If such details are not shown on the statement of account, they shall be available from Customer Services at Bank of Ireland UK, Credit Card Services, Customer Care Team, PO Box 3191, Bristol, BS1 9HY upon written request.
  3. Payment of MoneyBack will normally be made by crediting the amount due to your Account at the end of each Programme cycle but we reserve the right to remit such payment by any other means. The MoneyBack paid shall be shown on the next statement of account following the end of each Programme cycle.
  4. If, at any time, payment on the Account is overdue or the Credit Limit has been exceeded or you or any Additional Cardholder is otherwise in breach of these MoneyBack Terms or the General Terms and Conditions, we may, in our absolute discretion, decline to pay or postpone or reduce payment of MoneyBack provided always that if the breach is capable of rectification and is rectified to our satisfaction, any MoneyBack then due will be credited to the Account as soon as possible thereafter. If the breach is not capable of rectification or is not rectified to our satisfaction or, if a balance is outstanding on an account for a period of time exceeding 150 days from the date of the statement on which it first appeared, or if you end the Agreement during a Programme cycle, any MoneyBack will be permanently forfeited.
  5. The MoneyBack balance and/or the MoneyBack payment may not be transferred or assigned to any other person or account.
  6. You must notify Customer Services at Bank of Ireland UK, Credit Card Services, Customer Care Team, PO Box 3191, Bristol, BS1 9HY of any dispute relating to accrual or payment of MoneyBack within 60 days of the date of the statement on which it first appears.
  7. In the event of your death, any MoneyBack accrued on the Account shall be paid to your legal representative(s) (or as he/she/they may direct) upon receipt of a written request from such legal representative(s) at any time during the 6 month period immediately following such death. If we do not receive such a request during this time, the MoneyBack will be permanently forfeited.
  8. We make no representations regarding present or future tax implications, if any, of MoneyBack which are your sole responsibility.
  9. These MoneyBack Terms are subject to variation at our sole discretion and we may amend the MoneyBack Programme and/or the rate at which MoneyBack is calculated and/or the aggregate amounts to which it applies and/or suspend and/or withdraw the MoneyBack Programme upon giving you 30 days written notice of such variation, amendment, suspension or withdrawal. Any MoneyBack accrued will be credited to the Account as soon as possible thereafter subject to the provisions of clause 4 of these MoneyBack Terms.

## TRANSACTION INFORMATION BOX

Transaction Type	Procedure for Provision of Payment Information	How you will provide us with Authorisation to make the Transaction	Withdrawal of Authorisation	Transaction Execution Times	Cut-off Times for Instructions
Balance Transfer	<p>You must provide us with the following information:</p> <ol style="list-style-type: none"> <li>1) your name as shown on the credit card of the other lender</li> <li>2) card number of your credit card with the other lender</li> <li>3) amount to be transferred.</li> </ol>	<p>You can request a Balance Transfer by:</p> <ol style="list-style-type: none"> <li>a) completing the details on your credit card application form</li> <li>b) by contacting our customer services.</li> </ol>	<p>You cannot stop a Balance Transfer after it has been made.</p>	<p>Debited from your Account on the day the transfer takes place.</p>	<p>Normal banking hours.</p>
Card Transactions where you are present	<p>If the merchant has compatible technology you will be required to follow the instructions on the terminal. Otherwise the transaction will be verified using your signature.</p>	<ol style="list-style-type: none"> <li>1. By following the instructions on the terminal; or</li> <li>2. Signature verification by the merchant.</li> </ol>	<p>Once the payment has been confirmed, you cannot cancel the transaction.</p>	<p>Debited from your Account on the same day as received by us.</p>	<p>None - you can perform these transactions 24 hours a day.</p>
Card Transactions where you are not present	<p>You must provide to the payee:</p> <ol style="list-style-type: none"> <li>1) type of Card</li> <li>2) your Card number</li> <li>3) the start and expiry date of your Card</li> <li>4) the three-digit security code from the reverse of the Card.</li> </ol>	<p>Providing your Card details to the payee.</p>	<p>Once the payment has been confirmed, you cannot cancel the transaction.</p>	<p>Debited from your Account immediately.</p>	<p>None - you can perform these transactions 24 hours a day.</p>
Recurring Transactions on your Card*	<p>You must provide the supplier of the goods or services (the "Supplier") with authorisation to collect regular payments from your Account.</p>	<p>Providing your Card details to the Supplier.</p>	<p>To cancel this recurring transaction, you must contact the Supplier or alternatively contact our customer service team.</p>	<p>Debited on date agreed with the Supplier.</p>	<p>As specified by the Supplier.</p>

Cash Withdrawals	Presentation of your Card and entry of your PIN.	Use of correct PIN with Card.	Once the withdrawal has been made, you cannot cancel it.	Debited from your Account immediately.	None - you can perform these transactions at ATMs 24 hours a day.
Cash payments to your credit card	You must complete a credit transfer slip, entering your Credit Card Account number.	Fully completed credit transfer slip with correct Credit Card Account number.	Once the payment has been made, you cannot cancel it.	If the payment is made in a Bank of Ireland branch, it will be credited to your Account the same day. Payments made elsewhere may be credited to your Account up to three days later.	You can only carry out this transaction within normal banking hours.
Payments to your Account by Direct Debit	You must provide us with a Direct Debit Instruction. This is covered under the Direct Debit Scheme.	A completed Direct Debit Instruction provided to us.	To cancel a direct debit, you must contact our customer service team or your bank.	Debited on date agreed by you with us.	Normal working hours.
Payments to your Account by Standing Order	You must provide your bank with authorisation to make payment(s) to us from your bank account.	By providing authorisation to your bank.	To cancel a standing order, you must contact our customer service team or your bank.	Debited on date agreed by you with your bank.	As specified by your bank.

**Card Transactions** - If you do not recognise a Transaction which appears on your statement we will give you more details if you ask us. In some cases, we will need you to give us confirmation or evidence that you have not authorised a Transaction.

\*These are regular payments (other than a direct debit or standing order) collected from your Card Account, in line with your instructions. Recurring transactions are not covered by the Direct Debit Guarantee.

Card Protection Plan insurance, provided by Card Protection Plan Ltd (CPP) is no longer offered to new customers. Any existing policies will continue to be subject to separate terms and conditions with CPP.

### Policy Summary

#### • Card Protection Plan

This is a summary of cover only. If you have requested cover, full details will be included in your policy pack sent on acceptance of your application and at each renewal.

#### 1. Who provides your insurance?

Card Protection Plan is provided by Card Protection Plan Limited (CPP), who arrange direct cover with ACE European Group Limited (ACE), ACE Building, 100 Leadenhall Street, London EC3A 3BP. Both CPP and ACE are authorised and regulated by the Financial Conduct Authority.

#### 2. What cover do you receive?

Card Protection Plan allows you to cancel lost or stolen cards with one free phone call and provides worldwide cover against their unauthorised use. Emergency financial assistance is also available.

#### 3. How long am I covered for?

Card Protection Plan is sold as a one year or three year policy. Cover will renew automatically unless you tell CPP otherwise.

#### 4. Your Circumstances

If you have chosen a three year policy you should review cover periodically to ensure it remains adequate.

#### 5. What cancellation period is there?

You have a statutory cancellation period of 14 days from the start date detailed in your welcome pack. If you choose to cancel within this period you will receive a full refund of the amount you have paid.

#### 6. What are the significant benefits and exclusions of this policy?

Benefits include:

- ▶ One free call to cancel all lost or stolen cards
- ▶ Worldwide cover
- ▶ Up to £1,000 cover against the fraudulent use of your cards provided you notify CPP within 24 hours of discovering the loss or theft, and up to £50,000 after notification (Policy section B1).
- ▶ Up to £1,500 emergency cash advance following the loss of cards when you're away from home. Subject to status and repayable within 28 days (Policy section B3).
- ▶ Up to £1,500 hotel bill advance following the loss of cards whilst you are abroad. Subject to status and repayable within 28 days (Policy section B3).
- ▶ Up to £2,500 for replacement travel tickets if these are lost with cards while you're away from home. Subject to status and repayable within 28 days (Policy section B9).
- ▶ Exceptions: Unauthorised card use cover is not available if you use the card in a way not permitted by your card issuer or if someone else living at your home uses the card without permission (Policy section A2).

#### 7. What to do if you want to make a claim?

For claims on your policy please call 0844 8482914.

#### 8. What to do if you want to make a complaint?

If you are not satisfied with the service you receive from CPP, please call 0844 8482914. If you do complain and are not happy with the response you receive, you may be able to refer to: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567.

#### 9. Financial Services Compensation Scheme.

CPP and ACE are both members of the Financial Services Compensation Scheme so you may be entitled to compensation if they cannot meet their obligations. Non-compulsory insurance is protected for 90% of the claim without any upper limit.

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Bank of Ireland (UK) plc is registered in England and Wales (No. 7022885) whose registered office is at Bow Bells House, 1 Bread Street, London EC4M 9BE.

Our Financial Services Register Number is 512956. You can check this on the Financial Services Register by visiting the FCA website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the FCA on 0800 111 6768.

Bank of Ireland UK permitted business is arranging non-investment insurance contracts.

We can provide this document in Braille, in large print and on audio tape or CD.

Please ask any member of staff for details.

**[www.bankofireland.co.uk](http://www.bankofireland.co.uk)**

For all customer enquiries please call:  
**0345 3098 099**

Bank of Ireland UK is a trading name of Bank of Ireland (UK) plc.  
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