

Commercial Card Application Pack

Bank of Ireland  UK

Northern Ireland's Enterprise Bank

Important Credit Card Information

It is important that you read carefully the explanation set out below together with the Pre-Contract Credit Information and the Commercial Card Agreement, to make sure you fully understand the Agreement you're entering into. You can take this brochure away if you need more time to review it before you enter into your Agreement with us.

The Commercial Card lets you buy goods and services and obtain cash up to a set credit limit before you pay for them by settling the account in full by Direct Debit at the end of each monthly period. This means that you cannot run an outstanding balance on your account and you must pay off the account in full each month. The Bank of Ireland UK Commercial Card account is designed to provide short term credit only and it cannot be used for long term borrowing.

You will not pay any interest on transactions made using your card providing full settlement of the account is made each month by Direct Debit. If the account is not settled in full at the end of each monthly period you will be in default of the terms and conditions of the Agreement and we may terminate the Agreement and suspend or restrict your ability to use the Commercial Card. Interest may be charged at the standard variable rate, currently 22.059% APR, from the date of each transaction and will continue to accrue until the outstanding balance is paid in full. This means that the amount outstanding on your Account will continue to grow because interest amounts will be added to the outstanding balance.

For cash advances, a fee of 2.5% of the value of the cash advance will apply (minimum fee £3.00). An annual fee of £25 is payable on all cards.

Information about payments due under this Agreement can be found in the Pre-Contract Credit Information and the Summary Box.

From time to time, the interest rates you are charged may change. This can be because of a change in your credit risk or rate changes we are applying to all borrowers. You will be given advance notice of any increases.

If you fail to make payments or make late payments to your Account this may have severe consequences on your ability to obtain future credit.

We may also send you a default notice, requiring you to pay by a certain date. If you do not pay by the date specified in the default notice, then we can:

- a. demand immediate payment in full of the outstanding balance under your Commercial Card Agreement;
- b. terminate the Commercial Card Agreement;
- c. enforce any security which we may hold for your obligations to us under the Commercial Card Agreement; and/or
- d. report your default to a credit reference agency.

If necessary, we can take legal proceedings against you to recover from you unpaid amounts under the Commercial Card Agreement. We would also seek our legal and other costs from you. This could result in County Court judgments being registered against you and may also result in a charging order (or an inhibition order in Scotland) being placed over a property which you own as security for the monies which you may owe us.

We would also be able to report your default to credit reference agencies. Your default would be recorded on your credit reference file and could be viewed by other lenders and agency users who search your credit reference file. This may make it difficult for you to obtain credit in the future.

If you find you're struggling to make the monthly payment, please contact us immediately so that we can discuss the options available to you.

You will have 14 days from the day after you receive the acceptance letter to withdraw from the Agreement and you can do this by notifying your branch either in writing or in person. You will be required to repay any amounts outstanding on the account, including any interest due, within 30 days and your Agreement will then come to an end.

Finally, if for any reason you feel you don't fully understand the Bank of Ireland UK Commercial Card or the commitment you're entering into, we would encourage you to take further time to consider your application or to discuss it with a family member or friend.

If you have any further questions about the Bank of Ireland UK Commercial Card or require any other information please ask or call our Customer Service Team on 0345 309 8099.

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
Card Purchases where you are present	If the merchant has compatible technology you will be required to follow the instructions on the terminal. Otherwise the transaction will be confirmed using your signature.	1. By following the instructions on the terminal; or 2. Signature verification by the merchant.	Once the payment has been confirmed, you cannot cancel the transaction.	Debited from your Account on the same day as received by us.	None – you can perform these transactions 24 hours a day.
Card Purchases where you are not present	You must provide to the payee: (1) type of Card; (2) your Card number; (3) the start and expiry date of your Card; and (4) the three-digit security code from the reverse of the Card.	Providing your Card details to the payee.	Once the payment has been confirmed, you cannot cancel the transaction.	Debited from your Account immediately.	None – you can perform these transactions 24 hours a day.
Recurring Transactions* on your Credit Card	You must provide the supplier of the goods or services (the "Supplier") with authorisation to collect regular payments from your Account.	Providing your Card details to the Supplier.	To cancel this recurring transaction, you must contact the Supplier or alternatively contact our customer service team.	Debited on date agreed by you with the Supplier.	As specified by the Supplier.
*These are regular payments (other than a direct debit or standing order) collected from your Account, in line with our instructions. Recurring Transactions are not covered by the Direct Debit Guarantee.					
Cash Advances	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.
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.

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 may need you to give us confirmation or evidence that you have not authorised a Transaction.

The Commercial Card(s) is an ancillary service to the current account and in the event that the current account is closed/transferred at any point in the future, we may exercise our right of withdrawal under clause 12 of the terms and conditions unless otherwise agreed.

Summary Box - Commercial Card


Useful Information										
The information contained in this table summarises key product features and is not intended to replace any terms and conditions.										
APR	Representative 25.7% APR (variable)									
Other Interest Rates	<table border="1"> <thead> <tr> <th></th> <th>Monthly Rate</th> <th>Annual Rate</th> </tr> </thead> <tbody> <tr> <td>Purchases</td> <td>1.675%</td> <td>22.06% per annum</td> </tr> <tr> <td>Cash Advance</td> <td>1.675%</td> <td>22.06% per annum</td> </tr> </tbody> </table>		Monthly Rate	Annual Rate	Purchases	1.675%	22.06% per annum	Cash Advance	1.675%	22.06% per annum
	Monthly Rate	Annual Rate								
Purchases	1.675%	22.06% per annum								
Cash Advance	1.675%	22.06% per annum								
Interest free period	Up to 37 days interest free credit when the balance is paid in full and on time									
Interest Charging Information	Interest on purchases and cash advances is charged from the date the transaction is debited to your account until it is paid in full. However, you will not pay any interest on transactions made using your card providing full settlement of the account is made each month by Direct Debit.									
	<table border="1"> <thead> <tr> <th></th> <th>From</th> <th>Until</th> </tr> </thead> <tbody> <tr> <td>Purchases</td> <td>Date debited to your account</td> <td>paid in full</td> </tr> <tr> <td>Cash advances</td> <td>Date debited to your account</td> <td>paid in full</td> </tr> </tbody> </table>		From	Until	Purchases	Date debited to your account	paid in full	Cash advances	Date debited to your account	paid in full
	From	Until								
Purchases	Date debited to your account	paid in full								
Cash advances	Date debited to your account	paid in full								
Allocation of payments	If you do not pay off your balance in full, when you make a payment it will be used, in the following order to pay off: <ul style="list-style-type: none"> (1) Interest on Card Purchases and Account fees and Cash Advance fees (2) Account fees from previous statements (3) Annual Fee (4) Interest on Cash Advances (5) Cash Advance Fees (6) Transactions on previous statements (7) Transactions and Account Fees not yet shown on any statement 									
Minimum repayment	Full Repayment Required Monthly									
Credit Limit	Subject to Status									
Fee	£25 Annual Account Fee									
Charges	Cash Fee of 2.5% subject to a minimum of £3 £5 per duplicate statement									
Foreign Usage	<table border="1"> <thead> <tr> <th>MasterCard Exchange Rate</th> <th>Rate can be found at: www.mastercard.com/global/currencyconversion/index</th> </tr> </thead> <tbody> <tr> <td colspan="2">One or more of the following may apply:</td> </tr> <tr> <td>Non-Sterling Transaction Fee</td> <td>2.75% will be added to the sterling value of any transaction occurring in a currency other than sterling</td> </tr> <tr> <td>Cash Fee</td> <td>2.5% handling fee, subject to a minimum of £3</td> </tr> </tbody> </table>	MasterCard Exchange Rate	Rate can be found at: www.mastercard.com/global/currencyconversion/index	One or more of the following may apply:		Non-Sterling Transaction Fee	2.75% will be added to the sterling value of any transaction occurring in a currency other than sterling	Cash Fee	2.5% handling fee, subject to a minimum of £3	
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Non-Sterling Transaction Fee	2.75% will be added to the sterling value of any transaction occurring in a currency other than sterling									
Cash Fee	2.5% handling fee, subject to a minimum of £3									
Default charges	NIL									

Commercial Card

If your business is spending a lot of time each month reconciling and allocating business expenditure, it's time you had a look at what a Bank of Ireland UK Commercial Card could do for you.

- ▶ The Bank of Ireland UK Commercial Card is a dedicated business expense management solution which simplifies and streamlines regular or occasional business expenses. Your employees can use it for their business expenditure or it can be used for specific spend such as office stationery, insurance premiums or other occasional office purchases.
- ▶ Countless hours each year could be saved from the time-consuming and cumbersome tasks of collating and controlling company expenditure, allowing you to pursue more important issues.
- ▶ For staff, too, there could be huge savings in time and administration when it comes to claiming expenses incurred on behalf of their employer.

Contactless Payments

- ▶ Now you can pay in a wave. Your new card uses contactless technology – so you can pay for things up to £30 in seconds where you see the contactless symbol . Simply hold your card over the Contactless reader and wait for the green light – it's quick, easy and secure.

The Benefits to your Business

- ▶ A single payment in full each month protects you from any potential interest charges and saves you money because of fewer transaction charges.
- ▶ Ease of payment by direct debit.
- ▶ Provides extensive comprehensive travel insurance* for you and your staff, and even covers up to three travelling companions.
- ▶ Liability Waiver Insurance* which gives you automatic protection against unauthorised cardholder transactions.
- ▶ Individual credit limits can be set per card to allow for the varying needs of your staff.
- ▶ An unlimited number of Cards may be issued per account.
- ▶ Saves your business time in reimbursing staff.

*Terms and conditions apply.

The Benefits to your Employees

- ▶ Saves time and simplifies completing expenses claims.
- ▶ More convenient than cash when travelling abroad.
- ▶ Cash advance facility at over one million ATMs or bank branches worldwide.
- ▶ Accepted at over 25 million locations worldwide.
- ▶ Can be used for virtually all business needs.
- ▶ Emergency cash advance.
- ▶ Register through your branch with Business On Line* and you and your staff can view card balances and transaction history.

* Terms and conditions apply.

CardController

Bank of Ireland UK Card Controller is a new service available to commercial cardholders that enables you to track, limit and control card spending by your employees.

Here's what CardController can do for you

- ▶ Limit and block transactions for example online, international or ATM transactions*.
- ▶ Limit use of the credit card to specific types of suppliers such as travel or business services.
- ▶ Restrict spend to certain days or times for example 8am—6pm, Monday to Friday.
- ▶ Get instant alerts if cardholder spending goes above the limits or controls set.

CardController in 5 simple steps

1. To set up a new profile, the company administrator goes to: www.bankofirelandukcardcontroller.com and clicks "Sign Up".
2. The administrator is then asked to create a profile, answer some security questions and agree to the terms and conditions.
3. We'll send the administrator an email to confirm their details.
4. Each individual MasterCard commercial cardholder then enters their 3D secure code on the site. Note – the cardholder will need to be present to be able to complete their 3D secure code.
5. The controls and alerts can then be set for each registered card.

3 things you should know about CardController

1. Card Controller is a new service and is the first of its kind in the UK and Ireland.
2. There's no charge for registering cards for Bank of Ireland UK CardController.
3. Need further information? Call 0345 309 8099 and select Option 5.

*Please note: ATM Blocks are not possible at BOI ATMs and contactless transactions below £15 cannot be blocked.

Pre-Contract Information Credit Card Agreement regulated by the Consumer Credit Act 1974

This Agreement is made between us, Bank of Ireland (UK) plc, whose geographical address is Bank of Ireland UK, 1 Donegall Square South, Belfast, BT1 5LR (“we”/“us”) and “You” the Customer as set out below.

The Customer

Name(s) _____

Address(es) _____

Key Financial Information

Credit Limit : We will set and tell you of the credit limit for your Account. We may change your Credit Limit at any time and we will tell you about any change. See clauses 4.6 and 7.7 – 7.10 of the General Terms and Conditions for more information about changes to your Credit Limit.

Repayments : The full outstanding balance shown on your monthly statement falls due for payment on the date specified in your statement. You must pay the outstanding balance shown on your statement in full in a single payment by direct debit from your bank account. We will usually take the direct debit on or after the sixth day following the statement date.

APR : 25.7% (variable).

Other Financial Information

Total Charge for Credit under the Agreement is £193.28. This is based on a Credit Limit of £1500 debited to the Account in full for a period of one year and an annual fee of £25.

Rate of interest (variable) 22.06% per annum. We may vary this rate of interest at any time in accordance with Clause 7 of the General Terms and Conditions.

No interest is charged on the Account if the outstanding balance as shown on the last issued monthly statement is paid in full as required in accordance with the repayment details in Key Financial Information.

If you fail to pay the outstanding balance on the Account in full as required under this Agreement, then, interest will be charged at the rate specified above (as may be varied by us in accordance with this Agreement) on the outstanding balance from time to time, calculated on a daily basis. Please also see clause 6.2 of the General Terms and Conditions for further details on interest charges.

If you make a payment which is not sufficient to discharge the total debt then due under the Agreement, we will apply the money we receive from you to your Account in the following order:

- (1) Interest on Card Purchases and Account fees and Cash Advance fees
- (2) Account fees from previous statements
- (3) Annual Fee
- (4) Interest on Cash Advances
- (5) Cash Advance Fees
- (6) Transactions on previous statements
- (7) Transactions and Account Fees not yet shown on any statement

In calculating the APR, no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.

Key Information

Charges payable by you if you breach this agreement:
▶ for each unpaid direct debit or cheque - NIL

We may vary these charges in accordance with Clause 5 of the General Terms and Conditions.

Agents' fees for tracing you or any Additional Cardholder will be charged at the agent's standard rates which are current at the time they are incurred. You will also have to pay all our reasonable costs incurred.

Interest at the rates specified in “Other Financial Information” will be charged after as well as before any court judgment we may obtain against you.

A Non-Sterling Transaction Fee of 2.75% will be added to the sterling value of any Transaction occurring in a currency other than sterling (see clause 4.2 of the General Terms and Conditions for details).

If you require copy statements of your Account or other documents, other than those which the law entitles you to receive free of charge, we may make a charge of £5. See Clause 9.2 of the General Terms and Conditions.

Key Information - continued

In respect of each Card remaining in issue an annual non-refundable fee of £25.00 will be charged to the Account on each anniversary of the date upon which the Card was issued.

You have no right to cancel this agreement under the Consumer Credit Act 1974 or under the Financial Services (Distance Marketing) Regulations 2004.

Early Repayment

You have a right under Section 94 of the Consumer Credit Act to pay all or part of the credit borrowed under this Agreement at any time by making a payment to your account

THEFT, LOSS OR MISUSE OF BANK OF IRELAND UK COMMERCIAL CARD

If your Bank of Ireland UK Commercial Card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft. However, the Bank of Ireland UK Commercial Card can also be used under an agreement to which this protection does not apply. As a result, there may be circumstances under which you may have to pay for all the losses to us.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

INFORMATION FROM CREDIT REFERENCE AGENCIES

If we decide not to proceed with the Agreement, on the basis of information we receive from a credit reference agency, we will, when informing you of that decision, inform you that the decision has been reached on the basis of information from a credit reference agency and of the particulars of that agency.

RIGHT OF WITHDRAWAL

You have the right to withdraw from the credit agreement within a period of 14 calendar days after the agreement is made, or 14 calendar days after you have received a copy of the concluded agreement, whichever is the later. You do not have to give us a reason for wanting to withdraw from the Agreement.

If you wish to withdraw from the credit card agreement please notify us in one of the following ways:

- (i) by sending written notice of withdrawal to Bank of Ireland UK, Credit Card Services, Operations Unit, Cabinteely, Dublin 18; or
- (ii) by contacting us on our Customer Service number: 0345 309 8099.

Please note that you would be required to repay the amounts outstanding which may include any interest due within 30 calendar days of your giving us your notice to withdraw. You will also have to pay any interest which has accrued on your Account from the date you first drew down credit to the date you repay. If you ask us to do so we will tell you, without delay, the amount of interest payable per day.

This Agreement is regulated by the Consumer Credit Act 1974 where the customer is:

- (i) a sole trader**
- (ii) a partnership of 2 or 3 partners not all of whom are bodies corporate**
- (iii) an unincorporated body**

If the customer is a company or other incorporated body, such as a limited liability partnership, this Agreement will not be regulated by the Consumer Credit Act 1974. This means that the protections and provisions under the Consumer Credit Act 1974 will not apply to any part of this Agreement. (See also clause 16.13 of the General Terms and Conditions).



About Our Insurance Services

Bank of Ireland UK

1 Donegall Square South,
Belfast BT1 5LR

1. The Financial Conduct Authority (FCA)
The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.
2. Whose products do we offer?
We offer products from a range of insurers.
We only offer insurance products from a limited number of insurers.
<ul style="list-style-type: none">✓ We only offer insurance products from:<ul style="list-style-type: none">▶ AIG for Travel insurance▶ Jardines Lloyd Thompson for Liability Waiver insurance
3. Which service will we provide you with?
We will advise and make a recommendation for you after we have assessed your needs.
<ul style="list-style-type: none">✓ You will not receive advice or a recommendation from us for your Travel Insurance and Liability Waiver Insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
4. What will you have to pay us for our services?
A fee.
<ul style="list-style-type: none">✓ No fee You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.
5. Who regulates us?
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 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 or by contacting the FCA on 0800 111 6768. Bank of Ireland UK permitted business is arranging non-investment insurance contracts.
6. What to do if you have a complaint?
If you wish to register a complaint, please contact your local branch in the first instance. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
7. Are we covered by the Financial Services Compensation Scheme (FSCS)?
We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Non-compulsory insurance is protected for 90% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Commercial Card Travel Insurance Policy Summary

The purpose of this Insurance Summary is to help you understand the insurance by setting out the significant features, benefits, limitations and exclusions. As this Policy Summary does not contain the full terms of the policy you still need to read the Certificate of Insurance for a full description of the terms of the insurance, including the definitions. This Insurance Summary does not form part of the Certificate of Insurance.

Insurance Provider This insurance is underwritten by AIG Europe Limited, Ireland Branch, 30 North Wall Quay, International Financial Services Centre, Dublin 1.		
Purpose of the Insurance This insurance cover provides financial protection and medical assistance for your insured journeys.		
Significant Product Features, Benefits and Exclusions The levels of cover that apply to your insurance are set out in the Table of Benefits on pages 9 and 10 of your Certificate of Insurance. Most Sections of your Policy carry an excess which means that you have to pay the amount specified per person per incident if you claim. The table below sets out the significant benefits and exclusions of your Certificate of Insurance. The Certificate of Insurance includes many other benefits, conditions and exclusions. Please read your Certificate of Insurance to make sure that the cover is suitable for you.		
The Significant Conditions and Exclusions		Policy Reference
Medical Conditions existing prior to booking or commencing an insured journey	You will not be covered if a claim arises from: <ul style="list-style-type: none"> - You travelling contrary to medical advice or to obtain medical treatment - You or your relative having been given a terminal diagnosis - You travelling with the intention of obtaining medical treatment - You having a pre-existing defect, infirmity or condition for which you are receiving medical treatment, advice or consultation unless agreed in writing by the insurer 	Warranty, page 5 And General Exclusions, pages 7 and 8
Age Limits	The Bank of Ireland UK Commercial Cardholder and any colleague(s) provided at the date of travel that you are not older than 70 years of age If insured, children are covered under 18 years of age or under 23 if in full-time education	General Definitions, 'Insured Persons', page 4 And 'Child or Children', page 2
Sport and Leisure Activities	If you are planning to participate in any sport or leisure activity, you must refer to the Certificate of Insurance as cover may not apply Winter Sports are not covered	General Exclusions, pages 7 and 8 General Definitions 'Winter Sports', page 5
Law and Jurisdiction	This insurance will be governed by the law that applies in the part of the United Kingdom where the insured person normally lives, unless agreed to the contrary by the Insured Person and the Insurers	Law and Jurisdiction, page 9

The Significant Covers	Significant Features and Benefits	Policy Limits and Exclusions Applying to Significant Covers	Policy Reference
Medical Expenses Up to £6,400,000	Provides cover for costs arising in the event of illness, injury or death during the insured journey and where necessary the provision of emergency medical assistance.	To be able to claim, the medical treatment must be required in an emergency and be unable to wait until you have returned to the Republic of Ireland, United Kingdom or your country of domicile. You must contact the AIG Assistance Services (a 24 hour emergency service) in the event of a medical emergency helpline on +44 1273 771 909. An excess of £230 per person, per incident applies.	Table of Benefits, pages 9 and 10 Section B – Medical and Emergency Travel Expenses, pages 12 and 13 Medical Emergencies, pages 1 and 2
Cancellation Curtailment and Travel Delay Up to £1,200	Provides cover for travel and accommodation and local excursions which you have paid for or have agreed to pay for under a contract and cannot get back if you cancel or cut short your insured journey.	To be able to claim, the reason why the insured journey is being cancelled or cut short must be necessary, unavoidable and outside the insured person's control. For example, if a person insured under this policy becomes ill, is injured or dies.	Table of Benefits, page 10 Section F – Cancellation Curtailment and Travel Delay, pages 18 and 19
Your Personal Baggage and Belongings Up to £1,500	Provides cover for your own personal belongings if they are lost, stolen or damaged during your insured journey.	To be able to claim, a written report is required to support the loss/theft/damage. For example, from the local police, airline or shipping line or their handling agent. Your insurance has a limit of £210 for any one item (this includes a set or pair), jewellery and valuables. An excess of £120 per person, per incident applies.	Table of Benefits, page 10 Section E – Personal Baggage and Belongings pages 17 and 18

Period of Insurance

Cover applies from the date of election to the Bank of Ireland UK Commercial Card and continues during each 12 month period the Master Policy issued to the Bank of Ireland Group is in force.

Cover applies for an unlimited number of insured journeys with up to 90 days cover on any one insured journey provided you have paid for more than 50% of the total fare of the insured journey using your Commercial Card. You must be a resident of a country that is a member of the European Economic Area, the Channel Islands or the Isle of Man in order for cover to apply.

Only the first 90 days of an insured journey is covered.

Cover for cancelling your insured journey begins when you book your insured journey. Cover for all other sections begins at the time you leave your usual place of residence or place of business, whichever is the later, at the commencement of the insured journey. Cover for each insured journey ends when you return to your usual place of residence or place of business, whichever is the earlier, on completion of the insured journey.

Claims Notification

You can make a claim by contacting:

AIG Claims Services

OSG Travel Claims,
Merrion Hall,
Strand Road,
Dublin 4
Phone: (00353 1) 261 1540

Financial Services Compensation Scheme

AIG Europe Limited is covered by the FSCS. If AIG is unable to meet with their financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of the claim.

For this type of insurance, 90% of your claim is covered, without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk and on 0207 741 4100 or 0800 678 1100.

Your Right to Complain

If you wish to make a complaint about the arrangement of this insurance you may do so by writing to

Bank of Ireland
NI Customer Care
PO Box 3191
Bristol
BS1 9HY
Email: NICustomerCare@boi.com
Telephone: 0330 123 0259

If you wish to make a complaint about the administration or handling of a claim on this policy you may do so by writing to

Customer Complaints Officer,
AIG Europe Limited, Ireland Branch
30 North Wall Quay,
International Financial Services Centre,
Dublin 1.
Telephone 00 353 1 208 1400.
Email: customercomplaints.ie@aig.com

At any stage, you may also contact
The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Telephone: 0800 023 4567
www.financial-ombudsman.org.uk

AIG Europe Limited is authorised by the Prudential Regulation Authority of the United Kingdom, and is regulated by The Central Bank of Ireland for conduct of business rules.

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. Registered in England & Wales. Registered Number:7022885. Registered Office: Bow Bells House, 1 Bread Street, London EC4M 9BE.

The Bank of Ireland UK commercial card liability waiver insurance

Bank of Ireland Group holds a Card Liability Waiver Insurance Policy which is underwritten by certain underwriters at Lloyds of London and effected through Jardine Lloyd Thompson Limited (a Lloyds Broker). Lloyds of London and Jardine Lloyd Thompson Limited are regulated by the Financial Conduct Authority in the UK.

The Commercial Card Liability Waiver Insurance offers protection to Companies, who provide Commercial Cards to three or more employees, from liability for card misuse by those employees according to the terms set out below.

The following provides an outline description of the policy, including a definition of terms, and an explanation of the claims procedure.

Definitions

Bank	Bank of Ireland Group Commercial Cards, Ground floor, New Century House, Mayor Street, IFSC, Dublin 1, Ireland.
Cardholder	The term Cardholder shall mean any person authorised by the Company to use a Commercial Card for Company business only who are either (a) under a contract of service or apprenticeship with the Company or (b) undergoing training under any government approved training scheme under the control of the Company in connection with the business. Subject always to the Cardholder having reached the age of eighteen.
Company	Corporation partnership, sole proprietorship or any other entity with which the Bank of Ireland UK has signed agreement to issue Commercial Cards.
Insurer	Certain Underwriters at Lloyds of London.
Limit of Indemnity	The Sterling equivalent of €20,000 per Cardholder per year and €1,320,000 per Company per year will be determined on the date of the claim.
Termination	The date on which: (a) the Cardholder gives notice to the Company, (b) the Company gives notice to the Cardholder, or (c) the date the Authorised Card is withdrawn by the Company from the Cardholder, whichever is sooner.
Theft/Misuse	Any act of fraud or dishonesty by any Cardholder committed in connection with the Authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.
Waiver Date	The discovery date of the loss by the Company.
Waiver Request Letter	A letter composed by the Company outlining the details of the loss which is then sent by letter or fax to the Bank.

Cash Cash shall include but not be limited to, legal tender of any stamps, gambling instruments including lottery tickets, scratch cards and chips, any charges incurred flowing from the acquisition of cash.

What is covered

Waivable charges are amounts charged to the Company's Commercial Card account with the Bank by employee Cardholders which do not benefit the Company directly or indirectly and

1. Where the Bank bills the Cardholder and the Company has reimbursed the Cardholder, but the Cardholder has not paid Bank of Ireland UK or
2. Where the Company has paid the bill but been unable to obtain reimbursement from the Cardholder or
3. Where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of 2 above.

Provided that such unauthorised charges:

1. are billed up to 75 days before the Waiver Date, and notified by the Company to the Bank by means of a Waiver Request Letter on or within 14 days of the Waiver Date.
2. are incurred but not billed as of the Waiver Date.
3. are discovered not later than 75 day after the termination of i) the policy, ii) the insurance in respect of the Company employing the Cardholder concerned with the loss; whichever occurs first.

What is not covered

The type of charges not covered by the Commercial Card Liability programme include, but are not limited to the following:

1. Charges made by partners, owners or principal shareholders who own more than 5% of the issued share capital.
2. Interest charged by Bank of Ireland UK on outstanding unpaid charges, loss of interest or consequential loss of any kind.
3. Loss caused by an act of the Cardholder committed prior to the opening date of that Cardholder's account.
4. Charges incurred to purchase goods or services for the Company or for persons other than the Cardholder pursuant to the instructions of the Company, or acquiescence thereto by the Company, if those goods or services are of the type which are regularly purchased by or for the Company.
5. Cash Advances, after Notification of Termination Date.
6. Cash Advances which exceed €300 per day or a maximum of €600 in all, prior to the notification of the termination date.

In addition there will be no payment if:

Other valid insurances exist for this coverage.

Company claims procedures

If a Cardholder's employment is terminated, regardless of whether or not there has been an instance of misuse/theft, the Company should immediately attempt to retrieve the Cardholder's Commercial Card, destroy it by cutting it in half vertically through the Chip, and send notice of the cancellation to: Bank of Ireland UK, Customer Services

Operations centre, Cabinteely, Dublin 18. Should the Company subsequently discover unauthorised charges, they should take the following steps in order to activate the Commercial Card Liability Waiver:

1. (a) Contact Bank of Ireland UK or Bank of Ireland Group Customer Services to request a commercial card Liability Waiver Insurance Claim Form.
(b) To download a claim form - log onto www.boi.com and select Business, Credit Cards, Commercial Card.
(c) Contact Jardine Lloyd Thompson Ltd directly to request a claim form on +44 (0) 20 75284642.
(d) Complete the same and return it to:
Graham Mitchell (BLCW@jltgroup.com)
Jardine Lloyd Thompson Ltd
The St Botolph Building
138 Houndsditch
London
EC3A 7AW
England
Direct Telephone: ++44 (0) 20 7558 3973
Direct Fax: ++44 (0) 20 7558 3734
2. Send written notice to the Cardholder stating that their Commercial Card has been cancelled and that he must immediately discontinue all use of that card, that he must immediately pay any outstanding amounts owed to Bank of Ireland UK, and that he must immediately return that card to the Company.
3. Supply all such proof, information and other evidence relating to the claim as Jardine Lloyd Thompson Ltd may require, within 30 days.

Claims conditions

1. If any claim shall be in any respect fraudulent or if fraudulent means or devices are used by the Company or anyone acting on its behalf to obtain any benefit under this Policy, or if any loss is occasioned by the wilful act or with the connivance of the Company, all benefit under this Policy shall be forfeited.
2. Upon knowledge of or discovery of loss or of an occurrence which may give rise to a claim for loss, the Company shall give notice thereof as soon as practicable to the Insurer, and file detailed proof of loss with the Insurer within 30 days after the discovery of the loss.
3. In the event of any payment under this Policy the Insurer shall be subrogated to all the Company's rights of recovery therefore against any person or organisation and the Company shall execute and deliver instruments to secure such rights. The Company shall do nothing after loss to prejudice such rights.
4. If at any time any claim arises under this Policy there be any other insurances or indemnity or guarantee covering the same loss the Insurer shall not be liable except in respect of an excess of the amount which is payable under such other insurance or indemnity or guarantee.
5. If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.
6. The insurance provided under this Policy shall not apply in respect of any loss caused by a Cardholder if the Company possesses knowledge of any act or acts of fraud or dishonesty committed by such Cardholder:
 - (a) in the service of the Company or otherwise during the terms of employment by the company;
 - (b) prior to employment by the Company.

For the purposes of this Policy knowledge possessed by the Company means knowledge possessed by a partner, director, an elected or appointed officer who is aware of the employment of a person and that person's acts of fraud or dishonesty.

7. Immediately following the discovery by the Company of any act of Theft by a Cardholder, it shall be the duty of the Company to inform the Bank immediately, in order to have the Card placed upon the suspended card list. The Insurer shall bear no liability for further acts of Theft by the Cardholder following the said discovery of fraudulent activity.
8. Any money of the Cardholder in the Company's hands upon discovery of any loss and money which but for the Cardholder's Theft would have been due to the Cardholder from the Company shall be deducted from the amount of the loss before a claim is made under this Policy.
 - (a) Any further monies which are recovered less any costs incurred in recovery shall accrue.
 - (i) in the event that the Company's claim has exceeded the Limit of Indemnity firstly to the benefit of the Company to reduce or extinguish the amount of the Company's loss.
 - (ii) thereafter to the Insurer's benefit to the extent of the claim paid or payable
 - (iii) and finally any surplus thereafter shall be returned to the Company.
9. For a valid claim to arise the Company shall as soon as any act of Theft is discovered make every effort to retrieve the Commercial Card from the Cardholder and destroy that card.

General Conditions

The policy shall be voided if:

1. (a) the Company be wound up or carried on by a liquidator or receiver or permanently discontinued or
(b) the Company's interest ceases otherwise than by death.
2. The Company interest ceases and nothing herein contained shall give any right against the Insurer to any person other than the Company except to a transferee approved by the Insurer.

This Policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material fact.

Settlement Procedures

Insurers may choose to investigate the claim and/or appoint a loss adjuster.

A decision as to the acceptability of the claim under the Policy will be taken as soon as possible under the circumstances. Following a decision to pay the claim a cheque will be dispatched to Bank of Ireland UK within 10 days of this decision.

Commercial Card

P2 MO STG
CUSTOMER COPY

Agreement Number:

Credit Card Agreement regulated by the Consumer Credit Act 1974

This is a copy of your agreement for you to keep. It includes information about your withdrawal rights which you should read.

This Agreement is made between us, Bank of Ireland (UK) plc, whose geographical address is Bank of Ireland UK, 1 Donegall Square South, Belfast, BT1 5LR (“we”/”us”) and “You” the Customer as set out below.

The Customer

Name(s) _____

Address(es) _____

Key Financial Information

Credit Limit: We will set and tell you about the credit limit for your account. We may change your credit limit at any time and will tell you about any changes. See also clauses 4.6 and 7.7 - 7.10 of the General Terms and Conditions for more information about changes to your Credit Limit.

Repayments: The full outstanding balance shown on your monthly account statement falls due for payment on the date specified in your statement. You must pay the outstanding balance shown on your statement in full in a single payment by direct debit from your bank account. We will usually take the direct debit on or after the sixth day following the statement date.

APR: 25.7% (variable)

Other Financial Information

The Total Charge for Credit under this Agreement is £193.28. This is based on a Credit Limit of £1500 debited to the Account in full for a period of one year and an annual fee of £25.

Rate of interest (variable) 22.06% per annum. We may vary this rate of interest at any time in accordance with Clause 7 of the General Terms and Conditions.

No interest is charged on the Account if the outstanding balance as shown on the last issued monthly statement is paid in full as required in accordance with the repayment details in Key Financial Information.

If you fail to pay the outstanding balance on the Account in full as required under this Agreement, then, interest will be charged at the rate specified above (as may be varied by us in accordance with this Agreement) on the outstanding balance from time to time, calculated on a daily basis. Please also see clause 6.2 of the General Terms and Conditions for further details on interest charges.

If you make a payment which is not sufficient to discharge the total debt then due under the Agreement, we will apply the money we receive from you to your Account in the following order:

- (1) Interest on Card Purchases and Account fees and Cash Advance fees
- (2) Account fees from previous statements
- (3) Annual Fee
- (4) Interest on Cash Advances
- (5) Cash Advance Fees
- (6) Transactions on previous statements
- (7) Transactions and Account Fees not yet shown on any statement

In calculating the APR, no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.

Key Information

Charges payable by you if you breach this agreement:
▶ for each unpaid direct debit or cheque - NIL

We may vary these charges in accordance with Clause 5 of the General Terms and Conditions.

Agents' fees for tracing you or any Additional Cardholder will be charged at the agent's standard rates which are current at the time they are incurred. You will also have to pay all our reasonable costs incurred.

Interest at the rates specified in “Other Financial Information” will be charged after as well as before any court judgment we may obtain against you.

A Non-Sterling Transaction Fee of 2.75% will be added to the sterling value of any Transaction occurring in a currency other than sterling. (See clause 4.2 of the General Terms and Conditions for details).

If you require copy statements of your Account or other documents, other than those which the law entitles you to receive free of charge, we may make a charge of £5. See Clause 9.2 of the General Terms and Conditions.

Key Information - continued

In respect of each Card remaining in issue an annual non-refundable fee of £25.00 will be charged to the Account on each anniversary of the date upon which the Card was issued.

You have no right to cancel this agreement under the Consumer Credit Act 1974 or under the Financial Services (Distance Marketing) Regulations 2004.

Early Repayment

You have a right under Section 94 of the Consumer Credit Act to pay all or part of the credit borrowed under this Agreement at any time by making a payment to your account.

THEFT, LOSS OR MISUSE OF BANK OF IRELAND UK COMMERCIAL CARD

If your Bank of Ireland UK Commercial Card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft. However, the Bank of Ireland UK Commercial Card can also be used under an agreement to which this protection does not apply. As a result, there may be circumstances under which you may have to pay for all the losses to us.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

RIGHT OF WITHDRAWAL

You have the right to withdraw from the credit agreement within a period of 14 calendar days after the agreement is made, or 14 calendar days after you have received a copy of the concluded agreement, whichever is the later. You do not have to give us a reason for wanting to withdraw from the agreement.

If you wish to withdraw from the credit card agreement please notify us in one of the following ways:

- (i) by sending written notice of withdrawal to Bank of Ireland UK, Credit Card Services, Operations Unit, Cabinteely, Dublin 18; or
- (ii) by contacting us on our Customer Service number: 0345 309 8099.

Please note that you would be required to repay the amounts outstanding which may include any interest due within 30 calendar days of your giving us your notice to withdraw. You will also have to pay any interest which has accrued on your Account from the date you first drew down credit to the date you repay. If you ask us to do so we will tell you, without delay, the amount of interest payable per day.

CUSTOMER DECLARATION

When you sign this agreement please ensure that it is fully completed and correct.

Before you sign, it is important that you read and understand the information contained on these pages and in the General Terms and Conditions. Please contact us if there is a term which you do not understand.

Data Protection

By signing this agreement you consent to us using your personal data in the ways set out in the Data Protection Statement which you will find detailed in Clause 17 of the General Terms and Conditions, it is important that you read and understand this information.

From time to time, we would like to contact you by telephone, post or other means about products and services which we believe will be of interest to you, offered by us or other selected companies.

Please tick this box if you do not wish to be contacted .

Remember, if you tick this box, we will not be able to tell you about additional benefits available to our customers.

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. You can change your marketing preferences or stop us from giving your details to others for marketing purposes.

To do this write to:
Bank of Ireland UK
Marketing Department
1 Donegall Square South
Belfast, BT1 5LR

This Agreement is regulated by the Consumer Credit Act 1974 where the customer is:

- (i) a sole trader
- (ii) a partnership of 2 or 3 partners not all of whom are bodies corporate
- (iii) an unincorporated body

If the customer is a company or other incorporated body, such as a limited liability partnership, this Agreement will not be regulated by the Consumer Credit Act 1974. This means that the protections and provisions under the Consumer Credit Act 1974 will not apply to any part of this Agreement. (See also clause 16.13 of the General Terms and Conditions).

Commercial Card

Bank of Ireland UK Commercial Card: Terms and Conditions

IMPORTANT INFORMATION

- a) Bank of Ireland UK subscribes to the 'Lending Standards of Practice' which sets out standards of good banking practice.
- b) **The Financial Ombudsman** – Bank of Ireland UK is a member of the Financial Ombudsman Service. You can contact the Ombudsman at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- c) **Complaints Handling Procedure** – If you have a complaint you may write to: Customer Services at Bank of Ireland UK, Credit Card Services, Customer Care Team, PO BOX 3191, Bristol, BS1 9HY or telephone: 0345 309 8099 / +44 345 309 8099. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service and you may contact the Ombudsman at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- d) **Payments to / from Credit Cards:**
- ▶ **Direct Debit** – A Direct Debit is when you authorise someone else 'the Supplier' to debit your Account. The amount may vary each time.
 - ▶ **Recurring transactions** – A regular payment set up by you and taken from your Account by a Supplier.
 - ▶ **Cancelling Payments** – To cancel a recurring transaction you must contact the Supplier or alternatively contact our Customer Services Team
 - ▶ **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.
- e) **Non Micro Enterprises** – If you are one of our larger business customers, that is you are not a micro enterprise as defined by the Payment Services Regulations 2009 in that you employ ten or more persons and your annual turnover and/or balance sheet total is more than two million euros the following regulations shall not apply to your agreement: Regulations 60, 62, 63 and 64 (Unauthorised payment transactions and refunds) Regulation 67 (Revocation of a payment order). Regulations 75, 76 and 77 (Non execution or defective execution of payment transactions) Please also note the exceptions which apply to non-micro enterprises in clause 13. of the General Terms and Conditions below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (a) **"Account"** – the Bank of Ireland UK Commercial account we open to record Transactions;
- (b) **"Additional Cardholder"** – any person to whom you have asked us to give a Card so that person can use the Account;
- (c) **"Agreement"** – the agreement between you and us incorporating these General Terms and Conditions;
- (d) **"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 any holding company of us and "subsidiary" and "holding company" shall have the meanings given in section 1159 of the Companies Act 2006;
- (e) **"Card"** – the Bank of Ireland UK Commercial card or any replacement card we give you or an Additional Cardholder to use with the Account;
- (f) **"Card Purchase"** – any Transaction other than a Cash Advance under which you or any Additional Cardholder make payment using your Card;
- (g) **"Cash Advance"** – any Transaction under which you or any Additional Cardholder receive cash or a cash substitute (for example, traveller's cheques or postal orders) by using the Card;
- (h) **"Chip"** – an integrated circuit embedded in the Card;
- (i) **"Credit Limit"** – the maximum amount we allow you to owe us on the Account as notified to you from time to time;
- (j) **"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 Limited or any company which collects information relating to your credit rating;
- (k) **"MasterCard Exchange Rate"** – the exchange rate set by MasterCard from time to time, as shown, where applicable, on your statement;
- (l) **"Micro Enterprise"** – a business that employs less than 10 people and has an annual turnover and/or balance sheet total of 2 million euro or less;
- (m) **"Payment Machine"** – a machine capable of accepting the Card as payment for a Transaction;
- (n) **"PIN"** – your personal identification number issued by us to you, generally required at point of sale, including at an Automated Teller Machine ("ATM"), in order to authorise a Transaction;
- (o) **"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;
- (p) **"Retailer"** – means a supplier of goods, services or Cash Advances;
- (q) **"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;
- (r) **"Transaction"** – any Card Purchase or Cash Advance;
- (s) **"Unauthorised Transaction"** – means any Transaction using the Card by any person other than you or any Additional Cardholder;
- (t) **"We" or "we" and "Us" or "us"** – Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 7022885 whose registered office is Bow Bells House, 1 Bread Street, London EC4M 9BE and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be assigned or transferred;
- (u) **"You" or "you"** – the Customer whose name appears on page 1 of the 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. 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 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 the Agreement if we ask you to destroy the Card, you must do so by immediately cutting it in half vertically through the Chip.
- 2.4 The Card is not a cheque guarantee card and you should not try to use the Card as a cheque guarantee card.

3. PROTECTING YOUR ACCOUNT

You must:

- ▶ sign the Card as soon as you receive it;
- ▶ do everything that you reasonably can to keep your Card details and your PIN and other security

information safe.

For example, you should not:

- ▶ write down your PIN or other Security Details in a way that is recognizable 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 is not lost, mislaid or stolen;
- ▶ keep your Card receipts safe and dispose of them carefully;
- ▶ not use the Card to buy or do anything illegal;
- ▶ never give your Account details, Card number or security information to anyone unless you know who they are and why they need them;
- ▶ not allow anyone else to use your Card, PIN, Card number, password or other security information;
- ▶ make sure that any Additional Cardholder observes these terms and conditions to protect 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 and/or the Security Details and/or your Account; and
- ▶ if asked to do so, 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 the amount of all Transactions to your Account together with all interest fees and charges which become due under the Agreement.
- 4.2 Any Transaction occurring in a currency other than sterling, will be converted into sterling at the MasterCard Exchange Rate for Transactions prevailing on the date the transaction is charged to the Account. Please see the Summary Box for more information.
- 4.3 You must not:
- ▶ exceed the Credit Limit;
 - ▶ assume that the Credit Limit is still valid if there is a breach of this 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.
- 4.4 We may set a separate limit for Cash Advances using the Card. Any cash limit will be worked out as a percentage of the overall Credit Limit. We will notify you of the cash limit if we set one.
- 4.5 You cannot stop a Card Purchase or Cash Advance after it has been made.
- 4.6 The Credit Limit which we agree is the total credit limit applicable for all Transactions on the Account. Should any Additional Cardholder exceed any individual credit limit agreed between him/her and you ("**Additional Cardholder Credit Card Limit**"), any Additional Cardholder Credit Card Limit allocated by you to any other Additional Cardholders may be adjusted downwards to ensure that the Credit Limit is not exceeded.
- 4.7 An Additional Cardholder is not entitled to exceed their Additional Cardholder Credit Limit and is not entitled to utilise any unused credit available to other Additional Cardholders.
- 4.8 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.

5. FEES AND CHARGES

- 5.1 The amounts of our fees and charges and details of when they will be payable can be found on page 1 of the Agreement in the boxes headed "Other Financial Information" and "Key Information". These fees and charges will be debited directly to your Account.
- 5.2 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 7 below.
- 5.3 If at any time you become a resident in the Republic of Ireland you are liable to pay Government Stamp Duty. The fee is currently €30. We will debit your Account annually for each year or part year ending 1 April with a sterling equivalent amount using the average rate of exchange forecasted by Us for the year immediately following rounded down to the nearest or lower whole pound sterling. If for any reason your Account is terminated prior to 1st April in any year ending on this date, the fee is payable immediately (together with any other payments which may be due). This is Republic of Ireland Revenue legislation.
6. **INTEREST**
- 6.1 The rate of interest payable by you and details of how and when such interest will be charged can be found on page 1 of the Agreement in the box headed "Other Financial Information" and the APR is stated in the box headed "Key Financial Information".
- 6.2 If you fail to pay the outstanding balance on the Account in full as required under this Agreement, interest may be charged monthly on the amount of each Transaction from the date it is debited to the Account until the date of payment. Interest shall be payable at the rate current from time to time as shown on your statement.
- 6.3 Interest is calculated on a daily basis and debited to the Account in accordance with Clause 6.2 above.
- 6.4 Acceptance of interest payments by us shall not prevent the balance on the Account becoming immediately due and payable under clause 12.7.
- 6.5 All interest payable by you under this Agreement will be debited directly to the Account.

7. CHANGES

- 7.1 We may at any time change:
- ▶ the Credit Limit;
 - ▶ the cash limit;
 - ▶ the rate of interest if we have a reason for doing so;
 - ▶ any charge or fee payable under this Agreement;
 - ▶ any other term of this Agreement.
- 7.2 Changes in interest rate, the Credit Limit, or in any of our charges or fees may be personal to you and may be based on a number of factors such as your credit risk profile, whether you keep to the terms of this Agreement and the way in which you use your Card and your Account.
- 7.3 In addition to the changes mentioned in Clause 7.2 we may also make changes to take account of any of the following:
- ▶ changes in 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;
 - ▶ changes in technology, for example IT and/or security systems or other processes;
 - ▶ the introduction of a new service or improve the service we already offer you;
 - ▶ the correction of any genuine errors or to make the terms of this Agreement clearer to you; or
 - ▶ for any other valid economic, business, regulatory or legislative reason.
- 7.4 Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not wish 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 those held by Credit Reference Agencies.
- 7.5 We may also change this Agreement by adding new terms or deleting existing terms, or both.
- 7.6 We will tell you about any changes (including any changes in interest rate) by:
- ▶ advising you in your monthly statements; or
 - ▶ sending you a separate written notice by post or electronically (including by email, SMS message or similar).

- 7.7** 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.
- 7.8** 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 and 12.3 for details of how you can do this.
- 7.9** If we increase your Credit Limit we will give you at least 30 days' advance notice of any increase.
- 7.10** 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 10.2 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 the notice.
- 7.11** Unless we need to change the interest rate because of a change in the Bank of Ireland base rate (which is used to calculate the interest rate), we will only increase the interest rate if we have a valid reason. Except for changes caused by a movement in our base 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.
- 7.12** 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. We may introduce a charge for any service provided under or in connection with this Agreement, subject always to the terms of the Consumer Credit Act 1974.
- 8. PAYMENTS TO THE ACCOUNT**
- 8.1** Details of the payments you must make under this Agreement can be found on page 1 of this Agreement in the box headed "Key Financial Information".
- 8.2** Payments to your Account will be effective only when they are actually received and credited to the Account. Such payments will be applied by us in the following order, in payment of:
- (1) Interest on Card Purchases and Account fees and Cash Advance fees
 - (2) Account fees from previous statements
 - (3) Annual Fee
 - (4) Interest on Cash Advances
 - (5) Cash Advance Fees
 - (6) Transactions on previous statements
 - (7) Transactions and Account Fees not yet shown on any statement
- 9. STATEMENTS – MONTHLY**
- 9.1** We will send you monthly statements showing all debits and credits to your Account since the date of your last statement. We will do this every month unless there have been no Transactions and no other charges added or payments to your Account. We will choose the date of your first statement. You should check your statements and you should tell us as soon as possible if you think your statement is wrong.
- 9.2** If you require copy statements of your Account, other than those which the law entitles you to receive free of charge, we may make a charge. This is currently £5 per copy statement. If you require any other document or information, we will make a charge at an amount of which we will advise you before we provide such document or information.
- 9.3** If you agree, we may provide you with online statements or a statement by email or other electronic means instead of sending you a paper statement.
- 10. RESTRICTIONS ON USE OF THE CARD**
- 10.1** 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.
- 10.2** We will be entitled to take such steps as are reasonably necessary to effect any of the actions specified in 10.1 if:
- ▶ you (or any Additional Cardholder) are in breach of this Agreement;
 - ▶ you 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 have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
 - ▶ we have good reason such as a change in your credit profile; or
 - ▶ we have any legal, regulatory or other objectively justifiable reason.
- 10.3** You may request details of any unpaid items, the associated charge(s) and our reasons for refusing to make the payment by contacting the Customer Service team on 0345 309 8099.
- 10.4** If we suspend, restrict or terminate your right to draw upon credit 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. WITHDRAWAL**
- 11.1** 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 309 8099 or write to us at Bank of Ireland UK, Card Services, Operations Unit, Cabinteely, Dublin, and cut the Card(s) in half vertically through the Chip.
- 11.2** 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 without undue delay and in any event within 30 calendar days of you giving your notice to withdraw to us. 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.
- 11.3** If you fail to repay the sums detailed at Clause 11.2 within the requisite period, this will be deemed to be a breach of the Agreement and of your statutory duties.
- 12. TERMINATION OF THIS AGREEMENT**
- 12.1** You may terminate this Agreement at any time on giving one month's written notice of termination to us and paying 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** This Agreement is ancillary to the current account held by you in your name ("Current Account"). In the event that the agreement between you and us relating to the Current Account is terminated for any reason then we may exercise our rights of termination under clause 12.4.
- 12.6** If you break this Agreement, we may send you a default notice under the Consumer Credit Act 1974. The default notice will tell you what you have done wrong and what you need to do to put things right. If you do not put things right by the date specified in the default notice that we send you then we will be able to write to you and terminate this Agreement.
- 12.7** On termination of this Agreement for any reason you and each Additional Cardholder must immediately cut up the Card(s) vertically through the Chip, and you must immediately repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rates will continue to be charged on the outstanding balance until it is paid in full. See "Other Financial Information" on page 1 of the Agreement.
- 13. THEFT, LOSS OR MISUSE OF CARD, INCORRECT TRANSACTIONS AND REFUNDS**
- 13.1** If the Card is lost or stolen or if you know or suspect that the PIN, Card number or other Security Details have been misused or are likely to be misused, then you must notify our Card Services 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.
- If you need to tell us that your Card is lost, stolen or likely to be misused, then you should call or write to us at:**
- | | |
|--------------------|--------------------------------|
| Bank of Ireland UK | Telephone |
| Card Services | 0345 309 8099 (From UK) |
| Operations Unit | +44 345 309 8099 (From Abroad) |
| Cabinteely | |
| Dublin 18 | |
- 13.2** If the Card is lost, mislaid or stolen, or the PIN is disclosed, or we have reason so to believe, we may advise the police and give them such information as they require. You and any Additional Cardholder shall give us all information in your possession as to the circumstances of the loss, theft, misuse or disclosure, and shall take all steps we shall consider reasonably necessary to assist in the recovery of the Card. If you or any Additional Cardholder retains or recovers possession of the Card after it has been reported lost or stolen or liable to misuse, or after the PIN has been disclosed to any other person, the Card must not be used and must be cut in two or more pieces through the Chip.
- 13.3 Unauthorised Transactions**
- 13.3.1 Transactions under Agreements regulated by the Consumer Credit Act 1974 (see clause 16.13)**
- 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.
- Unless we can show that you acted fraudulently or you authorised the use of your Card by someone else, in any other case, 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).
- 13.3.2 Transactions by businesses that are Micro Enterprises with Agreements not regulated by the Consumer Credit Act 1974 (see clause 1, definition of "Micro Enterprise" and clause 16.13)**
- Unless we can show that you acted fraudulently or with gross negligence 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.
 - ▶ Unless we can show that you acted fraudulently or with gross negligence or you authorised the use of your Card by someone else in any other case 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).
- YOU WILL BE LIABLE FOR ALL losses which result from unauthorised use of a card where you have failed with intent or gross negligence:**
- ▶ To keep the PIN safe;
 - ▶ To use the card in accordance with the terms and conditions;
 - ▶ To notify us of the loss or theft or that someone else might know your security information.
- 13.3.3 Transactions by businesses that are not Micro Enterprises**
- You will be liable for all losses resulting from unauthorised transactions unless you can show to our reasonable satisfaction that the loss occurred:
- ▶ 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).
- 13.3.4 (i)** We will refund to your Account the amounts of any unauthorised transactions for which you are not liable. If we have incorrectly executed a transaction we will restore the account to the state it would have been in had the transaction been correctly executed.
- (ii)** Where you authorise a payment transaction but do not specify the exact amount of such transaction, and the amount of the payment transaction exceeds the amount you reasonably expected we may make a refund providing you have requested such refund within 8 weeks from the date on which the funds were debited. (If you are not a Micro Enterprise there is no right to a refund in these circumstances).
- (iii)** There is no right to a refund where consent to a transaction, for example, a direct debit, has been given directly to us and, if applicable, where information about the payment transaction was given or made available to you at least four weeks before the due date.
- 13.4 Incorrect Transactions and Refunds**
- 13.4.1** 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 a refund voucher 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.
- 13.4.2** 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.
- 13.4.3** If a third party bank gives us evidence that within the last 2 months an amount has been paid into your Account incorrectly, then we will protect that amount and you will not be able to withdraw it from your Account. We do not need your permission before we do this, but we will give you at least 15 Business Days' notice to contact us and dispute the claim before we send the funds back to the third party bank.
- 13.4.4** If a third party bank gives us evidence that between 2 and 36 months previously an amount has been paid into your Account incorrectly, or if a third party bank tells us that an amount has been paid into your Account incorrectly but cannot give us enough information about the mistake, then we will contact you for permission before we send the funds back to the third party bank.

13.4.5 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.

13.4.6 We do not have to agree to a request for a refund under Clause 13.4.5 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.
- IF YOU ARE NOT A MICRO ENTERPRISE THERE IS NO STATUTORY RIGHT TO REFUNDS.

14. RETAILERS

14.1 In some cases a Retailer may need to ask us for specific authorisation for a particular Transaction even though 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 available balance under the Credit Limit.

14.2 We will not be liable for the refusal of any Retailer to accept or honour the Card.

14.3 You may use the Card in conjunction with the PIN at a Payment Machine. To authorise a Transaction you must enter the PIN on the "PIN pad" attached to the Payment Machine. The amount of the Transaction must be confirmed with the Retailer at the time of authorisation. You will not need your PIN to authorise a telephone, mail order or internet transaction but you may need to provide other security information to authorise such a transaction.

14.4 If you are unable to use a PIN due to a disability or medical condition, please contact us on 0345 309 8099 for an alternative.

15. ADDITIONAL CARDHOLDERS

15.1 If you ask us in writing, we may issue an additional Card and PIN to any person you nominate as an Additional Cardholder. The terms and conditions set out in 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.

15.2 All Transactions made with the use of the additional Card and PIN will be charged to the Account and will be treated as Transactions made by you. This means that you must pay us for all Transactions made by the Additional Cardholder. You will still be responsible even if the Additional Cardholder acts in a way which is inconsistent with the terms of this Agreement and you will have to pay interest, costs and charges under this Agreement in the same way as if you had broken the Agreement.

15.3 We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. The additional Card must be cut in two or more pieces through the Chip. We may, and shall on your request, disclose to the Additional Cardholder details of the Account. Cancellation is effective from the date of the request of either you or the Additional Cardholder. Cancellation of a Card may result in reduction of your Credit Limit. Please contact us to discuss your requirements. Transactions entered into prior to cancellation may be charged to the Account after the date of cancellation.

15.4 In the event of cancellation of any Card held by any Additional Cardholder the annual fee (as stated in "Key Information") will not be refunded.

15.5 An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties Act) 1999. It is agreed that the Credit Limit will not give rise to any legal obligations between us and any Additional Cardholder.

16. GENERAL

16.1 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. You waive any right of set-off you may have in respect of sums payable by you under this Agreement.

16.2 The Card may be used outside of the United Kingdom subject to limits and regulations which may be imposed by us or any official body from time to time.

16.3 The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.

16.4 We are not liable if we break this Agreement due to abnormal and unforeseeable circumstances outside of our control which mean that we could not avoid breaking this Agreement even though we tried not to do so. This would include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures, data processing problems and other issues beyond our control. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. 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.

16.5 If you are not a Micro Enterprise the books and records kept by us or on our behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by us in connection with any Transaction or matter or dealing in relation to the Card.

16.6 We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.

16.7 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 resident anywhere else.

16.8 All communications with you will be in English.

16.9 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.

16.10 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). We will tell you about this by giving you notice of the transfer unless there are no changes to the way in which your Account is serviced. Your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer any of your rights or duties under this Agreement.

16.11 You must notify us immediately in writing of any change of address of you or any Additional Cardholder.

16.12 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.

16.13 If you are a sole trader or partnership of 2 or 3 partners, not all of whom are bodies corporate, or other incorporated body, the Consumer Credit Act 1974 will apply to this Agreement. If you are a partnership of 4 or more partners or a limited liability company or partnership or other incorporated body, this Agreement will not be regulated by the Consumer Credit Act 1974.

16.14 If you are a natural person, you and any Additional Cardholder must be aged 18 or over and live in the UK.

17. USE OF YOUR INFORMATION – DATA PROTECTION

17.1 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 accepted or declined).

17.2 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 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 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 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 Credit Card Services, Group Financial Crime Unit, 2nd Floor, Baggot Plaza, 27 – 33 Baggot Street Upper, Dublin 4. 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.

17.3 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.

17.4 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 17.2 above.

17.5 Sensitive Data

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

17.6 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.

18. 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 for details. The information provided is correct at the 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 credit card is supplied to you is set out in the General Terms and Conditions.

19. 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 may be entitled to take it to the Financial Ombudsman Service.

Application Forms

Please complete
all relevant
information

Commercial Card Proposal Form

P2 MO STG

This Agreement will only be partly regulated by the Consumer Credit Act 1974 where the customer is (i) a sole trader (ii) a partnership of 2 or 3 partners not all of whom are bodies corporate (iii) an unincorporated body.

If the customer is a company or other incorporated body, such as a limited liability partnership or a partnership of 4 or more partners, this Agreement will not be regulated by the Consumer Credit Act 1974 at all. This means that the protections and provisions under the Consumer Credit Act 1974 will NOT apply to any part of this Agreement (see also clause 16.13 of the General Terms and Conditions).

Company Details

Business Type (please tick) Sole Trader Partnership Limited Company Non incorporated club/charity/society
Public

Company Business Name
Company Registration No.
Company Address
 County
Postcode
Business Telephone No.
Primary Business Activity (please tick) Service Distribution Manufacturing Other
Business Activity Description
Date Company Formed Number of Employees

Bank of Ireland UK's Commercial Card Account Details and Card Controller Administrator Authorised Customer Contact

(Name to whom summary statement will issue)
Mr Mrs Miss Ms
First Name
Surname
Telephone No. Fax No.
E-mail
Preferred statement date of the month 3rd 10th 15th 22nd 28th

Note: Payment of the total amount shown on each statement will be debited from your account by Direct Debit on or after the 6th day following the statement date

If you wish to allow the Cardholder(s) to withdraw cash with their Commercial Card, please tick the 'Cash option' box.

Business Bank Details

Name of Bank
Bank Branch Sort Code Bank Account Number
Bank Address
Bank Contact Name
Telephone Number
Existing Bank of Ireland Customer: Yes Time with Bank: Years Months

Name 1 Name 2
Authorised Signature Authorised Signature
Date Date

Cardholder Details

Name to appear on Commercial Cards (Please include Mr/Mrs/Ms)	Date of Birth	Limit	Mother's Maiden Name	Cash Option
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	£ <input type="text"/>	<input type="text"/>	<input type="checkbox"/>

Company name to appear on Card

Total credit limit required £

CARDHOLDER SIGNATURE(S)

Nominated cardholder's signature (1)	<input type="text"/>	Date	<input type="text"/>
Nominated cardholder's signature (2)	<input type="text"/>	Date	<input type="text"/>
Nominated cardholder's signature (3)	<input type="text"/>	Date	<input type="text"/>

If you require additional cardholder forms please contact your Relationship Manager.

Branch Approval

Total credit limit* approved £

*This represents the total credit limit in respect of all Bank of Ireland UK Commercial Cards issued from time to time to the Customer.

Please note: An overall limit has been set for this business. If one or more Cardholders exceed their individual limit, other individuals cardholders may not be able to utilise their individual limit in full.

FOR BRANCH USE ONLY

Date

Branch NSC (NB for FIR Credit)

Branch Contact

FOR CCS USE ONLY

App No.

Card No.

I confirm that the details provided on the application are accurate

Authorised Signatory

Authorised Number

Credit Grade

Direct Debit Mandate (PLEASE DO NOT DETACH)

Bank of Ireland UK

Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the form (using a ball point pen) and send to: Bank of Ireland UK Card Services, Operations Unit (2nd floor), Cabinteely, Dublin 18

Name and Full Postal Address of your **Bank of Ireland** Branch

To the Manager: (Bank of Ireland)

Address

Postcode

Originator's Identification Number

96 10 16



Reference Number

Instruction to your Bank or Building Society

Please pay Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Bank of Ireland and if so, details will be passed electronically to my Bank/building Society.

Name(s) of Account Holder(s)

Bank/Building Society Account Number

Branch Sort Code

Signature (1)

Date

Signature (2)

Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.



This Guarantee should be detached and retained by the payer.

THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Bank of Ireland UK will notify you within 5 working days in advance of your account being debited or as otherwise agreed. If you request Bank of Ireland UK to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Bank of Ireland UK or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Bank of Ireland UK asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please notify us.



Commercial Card

P2 MO STG
BANK COPY

Agreement Number:

Credit Card Agreement regulated by the Consumer Credit Act 1974

This Agreement is made between us, Bank of Ireland (UK) plc, whose geographical address is Bank of Ireland UK, 1 Donegall Square South, Belfast, BT1 5LR (“we”/”us”) and “You” the Customer as set out below.

The Customer

Name(s) _____

Address(es) _____

Key Financial Information

Credit Limit: We will set and tell you about the credit limit for your account. We may change your credit limit at any time and will tell you about any changes. See also clauses 4.6 and 7.7 - 7.10 of the General Terms and Conditions for more information about changes to your Credit Limit.

Repayments: The full outstanding balance shown on your monthly account statement falls due for payment on the date specified in your statement. You must pay the outstanding balance shown on your statement in full in a single payment by direct debit from your bank account. We will usually take the direct debit on or after the sixth day following the statement date.

APR: 25.7% (variable)

Other Financial Information

The total Charge for Credit under the Agreement is £193.28. This is based on a Credit Limit of £1500 debited to the Account in full for a period of one year and an annual fee of £25.

Rate of interest (variable) 22.06% per annum. We may vary this rate of interest at any time in accordance with Clause 7 of the General Terms and Conditions.

No interest is charged on the Account if the outstanding balance as shown on the last issued monthly statement is paid in full as required in accordance with the repayment details in Key Financial Information.

If you fail to pay the outstanding balance on the Account in full as required under this Agreement, then, interest will be charged at the rate specified above (as may be varied by us in accordance with this Agreement) on the outstanding balance from time to time, calculated on a daily basis. Please also see clause 6.2 of the General Terms and Conditions for further details on interest charges.

If you make a payment which is not sufficient to discharge the total debt then due under the Agreement, we will apply the money we receive from you to your Account in the following order:

- (1) Interest on Card Purchases and Account fees and Cash Advance fees
- (2) Account fees from previous statements
- (3) Annual Fee
- (4) Interest on Cash Advances
- (5) Cash Advance Fees
- (6) Transactions on previous statements
- (7) Transactions and Account Fees not yet shown on any statement

In calculating the APR, no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation.

Key Information

Charges payable by you if you breach this agreement:

- ▶ for each unpaid direct debit or cheque - NIL

We may vary these charges in accordance with Clause 5 of the General Terms and Conditions.

Agents' fees for tracing you or any Additional Cardholder will be charged at the agent's standard rates which are current at the time they are incurred. You will also have to pay all our reasonable costs incurred.

Interest at the rates specified in “Other Financial Information” will be charged after as well as before any court judgment we may obtain against you.

A Non-Sterling Transaction Fee of 2.75% will be added to the sterling value of any Transaction occurring in a currency other than sterling. (see clause 4.2 of the General Terms and Conditions for details).

If you require copy statements of your Account or other documents, other than those which the law entitles you to receive free of charge, we may make a charge of £5. See Clause 9.2 of the General Terms and Conditions.

Key Information - continued

In respect of each Card remaining in issue an annual non-refundable fee of £25.00 will be charged to the Account on each anniversary of the date upon which the Card was issued.

You have no right to cancel this agreement under the Consumer Credit Act 1974 or under the Financial Services (Distance Marketing) Regulations 2004.

Early Repayment

You have a right under Section 94 of the Consumer Credit Act to pay all or part of the credit borrowed under this Agreement at any time by making a payment to your account.

THEFT, LOSS OR MISUSE OF BANK OF IRELAND UK COMMERCIAL CARD

If your Bank of Ireland UK Commercial Card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft. However, the Bank of Ireland UK Commercial Card can also be used under an agreement to which this protection does not apply. As a result, there may be circumstances under which you may have to pay for all the losses to us.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

RIGHT OF WITHDRAWAL

You have the right to withdraw from the credit agreement within a period of 14 calendar days after the agreement is made, or 14 calendar days after you have received a copy of the concluded agreement, whichever is the later. You do not have to give us a reason for wanting to withdraw from the Agreement.

If you wish to withdraw from the credit card agreement please notify us in one of the following ways:

- (i) by sending written notice of withdrawal to Bank of Ireland UK, Credit Card Services, Operations Unit, Cabinteely, Dublin 18; or
- (ii) by contacting us on our Customer Service number: 0345 309 8099.

Please note that you would be required to repay the amounts outstanding which may include any interest due within 30 calendar days of your giving us your notice to withdraw. You will also have to pay any interest which has accrued on your Account from the date you first drew down credit to the date you repay. If you ask us to do so we will tell you, without delay, the amount of interest payable per day.

🔒 Data Protection

By signing this agreement you consent to us using your personal data in the ways set out in the Data Protection Statement which you will find detailed in Clause 17 of the General Terms and Conditions, it is important that you read and understand this information.

From time to time, we would like to contact you by telephone, post or other means about products and services which we believe will be of interest to you, offered by us or other selected companies.

Please tick this box if you do not wish to be contacted .

Remember, if you tick this box, we will not be able to tell you about additional benefits available to our customers.

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. You can change your marketing preferences or stop us from giving your details to others for marketing purposes.

To do this write to:

Bank of Ireland UK
Marketing Department
1 Donegall Square South
Belfast, BT1 5LR

CUSTOMER DECLARATION

When you sign this agreement please ensure that it is fully completed and correct.

Before you sign, it is important that you read and understand the information contained on these pages and in the General Terms and Conditions. Please contact us if there is a term which you do not understand.

CUSTOMER SIGNATURE

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer(s) _____

Date(s) of Signature(s)

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Signed for and on behalf of _____

BANK OF IRELAND UK

Date of Agreement

D	D	M	M	Y	Y	Y	Y
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This Agreement is regulated by the Consumer Credit Act 1974 where the customer is:

- (i) a sole trader**
- (ii) a partnership of 2 or 3 partners not all of whom are bodies corporate**
- (iii) an unincorporated body**

If the customer is a company or other incorporated body, such as a limited liability partnership, this Agreement will not be regulated by the Consumer Credit Act 1974. This means that the protections and provisions under the Consumer Credit Act 1974 will not apply to any part of this Agreement. (See also clause 16.13 of the General Terms and Conditions.)

Commercial Card

Bank of Ireland UK Commercial Card: Terms and Conditions

IMPORTANT INFORMATION

- a) Bank of Ireland UK subscribes to the 'Lending Standards of Practice' which sets out standards of good banking practice.
- b) **The Financial Ombudsman** – Bank of Ireland UK is a member of the Financial Ombudsman Service. You can contact the Ombudsman at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- c) **Complaints Handling Procedure** – If you have a complaint you may write to: Customer Services at Bank of Ireland UK, Credit Card Services, Customer Care Team, PO BOX 3191, Bristol, BS1 9HY or telephone: 0345 309 8099 / +44 345 309 8099. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service and you may contact the Ombudsman at The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- d) **Payments to / from Credit Cards:**
- ▶ **Direct Debit** – A Direct Debit is when you authorise someone else 'the Supplier' to debit your Account. The amount may vary each time.
 - ▶ **Recurring transactions** – A regular payment set up by you and taken from your Account by a Supplier.
 - ▶ **Cancelling Payments** – To cancel a recurring transaction you must contact the Supplier or alternatively contact our Customer Services Team
 - ▶ **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.
- e) **Non Micro Enterprises** – If you are one of our larger business customers, that is you are not a micro enterprise as defined by the Payment Services Regulations 2009 in that you employ ten or more persons and your annual turnover and/or balance sheet total is more than two million euros the following regulations shall not apply to your agreement: Regulations 60, 62, 63 and 64 (Unauthorised payment transactions and refunds) Regulation 67 (Revocation of a payment order). Regulations 75, 76 and 77 (Non execution or defective execution of payment transactions) Please also note the exceptions which apply to non-micro enterprises in clause 13. of the General Terms and Conditions below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (a) **"Account"** – the Bank of Ireland UK Commercial account we open to record Transactions;
- (b) **"Additional Cardholder"** – any person to whom you have asked us to give a Card so that person can use the Account;
- (c) **"Agreement"** – the agreement between you and us incorporating these General Terms and Conditions;
- (d) **"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 any holding company of us and "subsidiary" and "holding company" shall have the meanings given in section 1159 of the Companies Act 2006;
- (e) **"Card"** – the Bank of Ireland UK Commercial card or any replacement card we give you or an Additional Cardholder to use with the Account;
- (f) **"Card Purchase"** – any Transaction other than a Cash Advance under which you or any Additional Cardholder make payment using your Card;
- (g) **"Cash Advance"** – any Transaction under which you or any Additional Cardholder receive cash or a cash substitute (for example, traveller's cheques or postal orders) by using the Card;
- (h) **"Chip"** – an integrated circuit embedded in the Card;
- (i) **"Credit Limit"** – the maximum amount we allow you to owe us on the Account as notified to you from time to time;
- (j) **"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 Limited or any company which collects information relating to your credit rating;
- (k) **"MasterCard Exchange Rate"** – the exchange rate set by MasterCard from time to time, as shown, where applicable, on your statement;
- (l) **"Micro Enterprise"** – a business that employs less than 10 people and has an annual turnover and/or balance sheet total of 2 million euro or less;
- (m) **"Payment Machine"** – a machine capable of accepting the Card as payment for a Transaction;
- (n) **"PIN"** – your personal identification number issued by us to you, generally required at point of sale, including at an Automated Teller Machine ("ATM"), in order to authorise a Transaction;
- (o) **"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;
- (p) **"Retailer"** – means a supplier of goods, services or Cash Advances;
- (q) **"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;
- (r) **"Transaction"** – any Card Purchase or Cash Advance;
- (s) **"Unauthorised Transaction"** – means any Transaction using the Card by any person other than you or any Additional Cardholder;
- (t) **"We" or "we" and "Us" or "us"** – Bank of Ireland (UK) plc, a company incorporated in England and Wales under Company No. 7022885 whose registered office is Bow Bells House, 1 Bread Street, London EC4M 9BE and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be assigned or transferred;
- (u) **"You" or "you"** – the Customer whose name appears on page 1 of the 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. 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 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 the Agreement if we ask you to destroy the Card, you must do so by immediately cutting it in half vertically through the Chip.
- 2.4 The Card is not a cheque guarantee card and you should not try to use the Card as a cheque guarantee card.

3. PROTECTING YOUR ACCOUNT

You must:

- ▶ sign the Card as soon as you receive it;
- ▶ do everything that you reasonably can to keep your Card details and your PIN and other security information safe.

For example, you should not:

- ▶ write down your PIN or other Security Details in a way that is recognizable 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 is not lost, mislaid or stolen;
- ▶ keep your Card receipts safe and dispose of them carefully;
- ▶ not use the Card to buy or do anything illegal;
- ▶ never give your Account details, Card number or security information to anyone unless you know who they are and why they need them;
- ▶ not allow anyone else to use your Card, PIN, Card number, password or other security information;
- ▶ make sure that any Additional Cardholder observes these terms and conditions to protect 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 and/or the Security Details and/or your Account; and
- ▶ if asked to do so, 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 the amount of all Transactions to your Account together with all interest fees and charges which become due under the Agreement.
- 4.2 Any Transaction occurring in a currency other than sterling, will be converted into sterling at the MasterCard Exchange Rate for Transactions prevailing on the date the transaction is charged to the Account. Please see the Summary Box for more information.
- 4.3 You must not:
- ▶ exceed the Credit Limit;
 - ▶ assume that the Credit Limit is still valid if there is a breach of this 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.
- 4.4 We may set a separate limit for Cash Advances using the Card. Any cash limit will be worked out as a percentage of the overall Credit Limit. We will notify you of the cash limit if we set one.
- 4.5 You cannot stop a Card Purchase or Cash Advance after it has been made.
- 4.6 The Credit Limit which we agree is the total credit limit applicable for all Transactions on the Account. Should any Additional Cardholder exceed any individual credit limit agreed between him/her and you ("**Additional Cardholder Credit Card Limit**"), any Additional Cardholder Credit Card Limit allocated by you to any other Additional Cardholders may be adjusted downwards to ensure that the Credit Limit is not exceeded.
- 4.7 An Additional Cardholder is not entitled to exceed their Additional Cardholder Credit Limit and is not entitled to utilise any unused credit available to other Additional Cardholders.
- 4.8 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.

5. FEES AND CHARGES

- 5.1 The amounts of our fees and charges and details of when they will be payable can be found on page 1 of the Agreement in the boxes headed "Other Financial Information" and "Key Information". These fees and charges will be debited directly to your Account.
- 5.2 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 7 below.
- 5.3 If at any time you become a resident in the Republic of Ireland you are liable to pay Government Stamp Duty. The fee is currently €30. We will debit your Account annually for each year or part year ending 1 April with a sterling equivalent amount using the average rate of exchange forecasted by Us for the year immediately following rounded down to the nearest or lower whole pound sterling. If for any reason your Account is terminated prior to 1st April in any year ending on this date, the fee is payable immediately (together with any other payments which may be due). This is Republic of Ireland Revenue legislation.
6. **INTEREST**
- 6.1 The rate of interest payable by you and details of how and when such interest will be charged can be found on page 1 of the Agreement in the box headed "Other Financial Information" and the APR is stated in the box headed "Key Financial Information".
- 6.2 If you fail to pay the outstanding balance on the Account in full as required under this Agreement, interest may be charged monthly on the amount of each Transaction from the date it is debited to the Account until the date of payment. Interest shall be payable at the rate current from time to time as shown on your statement.
- 6.3 Interest is calculated on a daily basis and debited to the Account in accordance with Clause 6.2 above.
- 6.4 Acceptance of interest payments by us shall not prevent the balance on the Account becoming immediately due and payable under clause 12.7.
- 6.5 All interest payable by you under this Agreement will be debited directly to the Account.

7. CHANGES

- 7.1 We may at any time change:
- ▶ the Credit Limit;
 - ▶ the cash limit;
 - ▶ the rate of interest if we have a reason for doing so;
 - ▶ any charge or fee payable under this Agreement;
 - ▶ any other term of this Agreement.
- 7.2 Changes in interest rate, the Credit Limit, or in any of our charges or fees may be personal to you and may be based on a number of factors such as your credit risk profile, whether you keep to the terms of this Agreement and the way in which you use your Card and your Account.
- 7.3 In addition to the changes mentioned in Clause 7.2 we may also make changes to take account of any of the following:
- ▶ changes in 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;
 - ▶ changes in technology, for example IT and/or security systems or other processes;
 - ▶ the introduction of a new service or improve the service we already offer you;
 - ▶ the correction of any genuine errors or to make the terms of this Agreement clearer to you; or
 - ▶ for any other valid economic, business, regulatory or legislative reason.
- 7.4 Before increasing or decreasing the Credit Limit we will carry out appropriate checks. If you do not wish 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 those held by Credit Reference Agencies.
- 7.5 We may also change this Agreement by adding new terms or deleting existing terms, or both.
- 7.6 We will tell you about any changes (including any changes in interest rate) by:
- ▶ advising you in your monthly statements; or
 - ▶ sending you a separate written notice by post or electronically (including by email, SMS message or similar).
- 7.7 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.

- 7.8 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 and 12.3 for details of how you can do this.
- 7.9 If we increase your Credit Limit we will give you at least 30 days' advance notice of any increase.
- 7.10 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 10.2 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 the notice.
- 7.11 Unless we need to change the interest rate because of a change in the Bank of Ireland base rate (which is used to calculate the interest rate), we will only increase the interest rate if we have a valid reason. Except for changes caused by a movement in our base 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.
- 7.12 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. We may introduce a charge for any service provided under or in connection with this Agreement, subject always to the terms of the Consumer Credit Act 1974.
- 8. PAYMENTS TO THE ACCOUNT**
- 8.1 Details of the payments you must make under this Agreement can be found on page 1 of this Agreement in the box headed "Key Financial Information".
- 8.2 Payments to your Account will be effective only when they are actually received and credited to the Account. Such payments will be applied by us in the following order, in payment of:
- (1) Interest on Card Purchases and Account fees and Cash Advance fees
 - (2) Account fees from previous statements
 - (3) Annual Fee
 - (4) Interest on Cash Advances
 - (5) Cash Advance Fees
 - (6) Transactions on previous statements
 - (7) Transactions and Account Fees not yet shown on any statement
- 9. STATEMENTS – MONTHLY**
- 9.1 We will send you monthly statements showing all debits and credits to your Account since the date of your last statement. We will do this every month unless there have been no Transactions and no other charges added or payments to your Account. We will choose the date of your first statement. You should check your statements and you should tell us as soon as possible if you think your statement is wrong.
- 9.2 If you require copy statements of your Account, other than those which the law entitles you to receive free of charge, we may make a charge. This is currently €5 per copy statement. If you require any other document or information, we will make a charge at an amount of which we will advise you before we provide such document or information.
- 9.3 If you agree, we may provide you with online statements or a statement by email or other electronic means instead of sending you a paper statement.
- 10. RESTRICTIONS ON USE OF THE CARD**
- 10.1 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.
- 10.2 We will be entitled to take such steps as are reasonably necessary to effect any of the actions specified in 10.1 if:
- ▶ you (or any Additional Cardholder) are in breach of this Agreement;
 - ▶ you 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;
 - ▶ we have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
 - ▶ we have good reason such as a change in your credit profile; or
 - ▶ we have any legal, regulatory or other objectively justifiable reason.
- 10.3 You may request details of any unpaid items, the associated charge(s) and our reasons for refusing to make the payment by contacting the Customer Service team on 0345 309 8099.
- 10.4 If we suspend, restrict or terminate your right to draw upon credit 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. WITHDRAWAL**
- 11.1 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 309 8099 or write to us at Bank of Ireland UK, Card Services, Operations Unit, Cabinteely, Dublin, and cut the Card(s) in half vertically through the Chip.
- 11.2 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 without undue delay and in any event within 30 calendar days of you giving your notice to withdraw to us. 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.
- 11.3 If you fail to repay the sums detailed at Clause 11.2 within the requisite period, this will be deemed to be a breach of the Agreement and of your statutory duties.
- 12. TERMINATION OF THIS AGREEMENT**
- 12.1 You may terminate this Agreement at any time on giving one month's written notice of termination to us and paying 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 This Agreement is ancillary to the current account held by us in your name ("Current Account"). In the event that the agreement between you and us relating to the Current Account is terminated for any reason then we may exercise our rights of termination under clause 12.4.
- 12.6 If you break this Agreement, we may send you a default notice under the Consumer Credit Act 1974. The default notice will tell you what you have done wrong and what you need to do to put things right. If you do not put things right by the date specified in the default notice that we send you then we will be able to write to you and terminate this Agreement.
- 12.7 On termination of this Agreement for any reason you and each Additional Cardholder must immediately cut up the Card(s) vertically through the Chip, and you must immediately repay the outstanding balance on the Account in full. If you do not do this interest at the relevant rates will continue to be charged on the outstanding balance until it is paid in full. See "Other Financial Information" on page 1 of the Agreement.
- 13. THEFT, LOSS OR MISUSE OF CARD, INCORRECT TRANSACTIONS AND REFUNDS**
- 13.1 If the Card is lost or stolen or if you know or suspect that the PIN, Card number or other Security Details have been misused or are likely to be misused, then you must notify our Card Services 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.
- If you need to tell us that your Card is lost, stolen or likely to be misused, then you should call or write to us at:**
- | | |
|--------------------|--------------------------------|
| Bank of Ireland UK | Telephone |
| Card Services | 0345 309 8099 (From UK) |
| Operations Unit | +44 345 309 8099 (From Abroad) |
| Cabinteely | |
| Dublin 18 | |
- 13.2 If the Card is lost, mislaid or stolen, or the PIN is disclosed, or we have reason so to believe, we may advise the police and give them such information as they require. You and any Additional Cardholder shall give us all information in your possession as to the circumstances of the loss, theft, misuse or disclosure, and shall take all steps we shall consider reasonably necessary to assist in the recovery of the Card. If you or any Additional Cardholder retains or recovers possession of the Card after it has been reported lost or stolen or liable to misuse, or after the PIN has been disclosed to any other person, the Card must not be used and must be cut in two or more pieces through the Chip.
- 13.3 Unauthorised Transactions**
- 13.3.1 Transactions under Agreements regulated by the Consumer Credit Act 1974 (see clause 16.13)**
- 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.
- Unless we can show that you acted fraudulently or you authorised the use of your Card by someone else, in any other case, 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).
- 13.3.2 Transactions by businesses that are Micro Enterprises with Agreements not regulated by the Consumer Credit Act 1974 (see clause 1, definition of "Micro Enterprise" and clause 16.13)**
- Unless we can show that you acted fraudulently or with gross negligence 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.
 - ▶ Unless we can show that you acted fraudulently or with gross negligence or you authorised the use of your Card by someone else in any other case 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).
- YOU WILL BE LIABLE FOR ALL losses which result from unauthorised use of a card where you have failed with intent or gross negligence:**
- ▶ To keep the PIN safe;
 - ▶ To use the card in accordance with the terms and conditions;
 - ▶ To notify us of the loss or theft or that someone else might know your security information.
- 13.3.3 Transactions by businesses that are not Micro Enterprises**
- You will be liable for all losses resulting from unauthorised transactions unless you can show to our reasonable satisfaction that the loss occurred:
- ▶ 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).
- 13.3.4 (i)** We will refund to you your Account the amounts of any unauthorised transactions for which you are not liable. If we have incorrectly executed a transaction we will restore the account to the state it would have been in had the transaction been correctly executed.
- (ii)** Where you authorise a payment transaction but do not specify the exact amount of such transaction, and the amount of the payment transaction exceeds the amount you reasonably expected we may make a refund providing you have requested such refund within 8 weeks from the date on which the funds were debited. (If you are not a Micro Enterprise there is no right to a refund in these circumstances).
- (iii)** There is no right to a refund where consent to a transaction, for example, a direct debit, has been given directly to us and, if applicable, where information about the payment transaction was given or made available to you at least four weeks before the due date.
- 13.4 Incorrect Transactions and Refunds**
- 13.4.1** 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 a refund voucher 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.
- 13.4.2** 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.
- 13.4.3** If a third party bank gives us evidence that within the last 2 months an amount has been paid into your Account incorrectly, then we will protect that amount and you will not be able to withdraw it from your Account. We do not need your permission before we do this, but we will give you at least 15 Business Days' notice to contact us and dispute the claim before we send the funds back to the third party bank.
- 13.4.4** If a third party bank gives us evidence that between 2 and 36 months previously an amount has been paid into your Account incorrectly, or if a third party bank tells us that an amount has been paid into your Account incorrectly but cannot give us enough information about the mistake, then we will contact you for permission before we send the funds back to the third party bank.
- 13.4.5** 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.

13.4.6 We do not have to agree to a request for a refund under Clause 13.4.5 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.
- IF YOU ARE NOT A MICRO ENTERPRISE THERE IS NO STATUTORY RIGHT TO REFUNDS.

14. RETAILERS

14.1 In some cases a Retailer may need to ask us for specific authorisation for a particular Transaction even though 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 available balance under the Credit Limit.

14.2 We will not be liable for the refusal of any Retailer to accept or honour the Card.

14.3 You may use the Card in conjunction with the PIN at a Payment Machine. To authorise a Transaction you must enter the PIN on the "PIN pad" attached to the Payment Machine. The amount of the Transaction must be confirmed with the Retailer at the time of authorisation. You will not need your PIN to authorise a telephone, mail order or internet transaction but you may need to provide other security information to authorise such a transaction.

14.4 If you are unable to use a PIN due to a disability or medical condition, please contact us on 0345 309 8099 for an alternative.

15. ADDITIONAL CARDHOLDERS

15.1 If you ask us in writing, we may issue an additional Card and PIN to any person you nominate as an Additional Cardholder. The terms and conditions set out in 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.

15.2 All Transactions made with the use of the additional Card and PIN will be charged to the Account and will be treated as Transactions made by you. This means that you must pay us for all Transactions made by the Additional Cardholder. You will still be responsible even if the Additional Cardholder acts in a way which is inconsistent with the terms of this Agreement and you will have to pay interest, costs and charges under this Agreement in the same way as if you had broken the Agreement.

15.3 We may cancel an additional Card at any time at the written request of either you or the Additional Cardholder. The additional Card must be cut in two or more pieces through the Chip. We may, and shall on your request, disclose to the Additional Cardholder details of the Account. Cancellation is effective from the date of the request of either you or the Additional Cardholder. Cancellation of a Card may result in reduction of your Credit Limit. Please contact us to discuss your requirements. Transactions entered into prior to cancellation may be charged to the Account after the date of cancellation.

15.4 In the event of cancellation of any Card held by any Additional Cardholder the annual fee (as stated in "Key Information") will not be refunded.

15.5 An Additional Cardholder has no right to enforce any provisions of this Agreement under the Contracts (Rights of Third Parties Act) 1999. It is agreed that the Credit Limit will not give rise to any legal obligations between us and any Additional Cardholder.

16. GENERAL

16.1 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. You waive any right of set-off you may have in respect of sums payable by you under this Agreement.

16.2 The Card may be used outside of the United Kingdom subject to limits and regulations which may be imposed by us or any official body from time to time.

16.3 The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.

16.4 We are not liable if we break this Agreement due to abnormal and unforeseeable circumstances outside of our control which mean that we could not avoid breaking this Agreement even though we tried not to do so. This would include delays or failures caused by strikes and industrial action, systems, network and other technological faults and failures, data processing problems and other issues beyond our control. We are also not liable if we break this Agreement due to our obligations under English, Scottish, Northern Irish and European law. 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.

16.5 If you are not a Micro Enterprise the books and records kept by us or on our behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by us in connection with any Transaction or matter or dealing in relation to the Card.

16.6 We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.

16.7 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 resident anywhere else.

16.8 All communications with you will be in English.

16.9 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.

16.10 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). We will tell you about this by giving you notice of the transfer unless there are no changes to the way in which your Account is serviced. Your legal rights will not be affected and your obligations will not be increased as a result. You may not transfer any of your rights or duties under this Agreement.

16.11 You must notify us immediately in writing of any change of address of you or any Additional Cardholder.

16.12 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.

16.13 If you are a sole trader or partnership of 2 or 3 partners, not all of whom are bodies corporate, or other incorporated body, the Consumer Credit Act 1974 will apply to this Agreement. If you are a partnership of 4 or more partners or a limited liability company or partnership or other incorporated body, this Agreement will not be regulated by the Consumer Credit Act 1974.

16.14 If you are a natural person, you and any Additional Cardholder must be aged 18 or over and live in the UK.

17. USE OF YOUR INFORMATION – DATA PROTECTION

17.1 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 accepted or declined).

17.2 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 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 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 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 Credit Card Services, Group Financial Crime Unit, 2nd Floor, Baggot Plaza, 27 – 33 Baggot Street Upper, Dublin 4. 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.

17.3 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.

17.4 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 17.2 above.

17.5 Sensitive Data

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

17.6 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.

18. 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 for details. The information provided is correct at the 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 credit card is supplied to you is set out in the General Terms and Conditions.

19. 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 may be entitled to take it to the Financial Ombudsman Service.

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

Please ask any member of staff for details.

0345 309 8099

www.bankofireland.co.uk