



Commercial Card (Sterling)

Terms and Conditions



**Bank of
Ireland
UK**

Commercial Card

Bank of Ireland UK

Commercial Card:

Terms and Conditions

IMPORTANT INFORMATION

a) 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.

b) 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 604 1070 / +44 345 604 1070. 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.

c) 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.

d) 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 Card"** – the credit card including any renewal or replacement credit card which we give to an Additional Cardholder to use with the Account;
- (c) "Additional Cardholder"** – any person to whom you have asked us to give an Additional Card so that person can use the Account;
- (d) "Agreement"** – the agreement between you and us incorporating these General Terms and Conditions;
- (e) "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;
- (f) "Card"** – means either a Bank of Ireland UK Commercial Card or any replacement card we give to you (if you are an individual) to use with the Account or an Additional Card;
- (g) "Card Purchase"** – any Transaction other than a Cash Advance under which you or any Additional Cardholder make payment using your Card;

- (h) **"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;
- (i) **"Chip"** – an integrated circuit embedded in the Card;
- (j) **"Credit Limit"** – the maximum amount we allow you to owe us on the Account as notified to you from time to time;
- (k) **"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;
- (l) **"MasterCard Exchange Rate"** – the exchange rate set by MasterCard from time to time, as shown, where applicable, on your statement;
- (m) **"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;
- (n) **"Online Security Details"** – those Security Details which are required to access your Account online and which are either supplied by us or selected by you, and can include user ID, passcode and memorable information;
- (o) **"Payment Machine"** – a machine capable of accepting the Card as payment for a Transaction;
- (p) **"PIN"** – the personal identification number issued by us to you or an Additional Cardholder, generally required at point of sale, including at an Automated Teller Machine ("ATM"), in order to authorise a Transaction;
- (q) **"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;
- (r) **"Retailer"** – means a supplier of goods, services or Cash Advances;
- (s) **"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, biometric data (such as voice recognition or your fingerprint) or other distinctive personal characteristics to make an instruction;
- (t) **"Third Party Provider"** - a third party who is authorised by law to either (a) access online account information to enable you to see details of your accounts with different providers in one place, or (b) provide online payment initiation services to you;
- (u) **"Transaction"** – any Card Purchase or Cash Advance;
- (v) **"Unauthorised Transaction"** – means any Transaction using the Card by any person other than you or any Additional Cardholder;
- (w) **"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 45 Gresham Street, London, EC2V 7EH and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be assigned or transferred;
- (x) **"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 A Card and PIN issued to you may only be used by you and an Additional Card and related PIN may only be used by the relevant Additional Cardholder to whom it has been issued. In this Agreement, when we refer to the "use of a Card" this refers both to the physical use of the Card and/ or the Security Details for transactions made online, using a mobile device, by telephone or by contactless. The Online Security Details may also be used by a Third Party Provider in accordance with clause 16.
- 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 recognisable on your Card or banking documentation;
 - ▶ choose sequences of letters or numbers that may be easy to guess;
 - ▶ let anyone watch you enter your PIN into an ATM or Card reading machine;
- ▶ take all reasonable care to ensure that the Card is not lost, mislaid or stolen;
- ▶ not use the Card to buy or do anything illegal;
- ▶ never give your Account details, Card number or security information to anyone other than your Online Security Details which may be given to a Third Party Provider;
- ▶ 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.
- 6.6** We charge interest on fees and charges at the Card Purchase rate. Interest is charged from the date they are added to your Account until you repay the Account balance in full.

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 or similar).
- 7.7** This clause 7.7 applies if you are a business that is a Micro Enterprise and your Agreement is not regulated by the Consumer Credit Act 1974 (see clause 1, definition of "Micro Enterprise" and clause 17.13):
 - ▶ Any changes to interest rates which are to your advantage or are based on reference interest or exchange rate information already provided to you, may take effect immediately; and

- ▶ All other proposed changes will be notified to you at least two months before they take effect. Such changes will be deemed to be accepted by you unless you advise us to the contrary. You have the right to terminate your Agreement with us, without charge, at any time before such changes take effect.

7.8 This clause 7.8 applies if your Agreement is regulated by the Consumer Credit Act 1974 (see clause 17.13):

- ▶ Any changes to interest rates which are to your advantage or are based on reference interest or exchange rate information already provided to you, may take effect immediately; and
- ▶ All other proposed changes will be notified to you at least two months before they take effect. Such changes will be deemed to be accepted by you unless you advise us to the contrary. You have the right to terminate your Agreement with us, without charge, at any time before such changes take effect.

7.9 If clauses 7.7 and 7.8 do not apply to your business then we will usually tell you in advance of any changes we make to your Agreement but we may also implement changes to your Agreement immediately and inform you afterwards..

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 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;
- ▶ we have reasonable grounds to believe that there is a significantly increased risk that you (or any Additional Cardholder) are getting into, or are in financial difficulties, or are or may become bankrupt or subject to a voluntary arrangement or are unable to fulfil your obligations to repay the credit;
- ▶ you die;
- ▶ 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;
- ▶ the provisions of clause 16.4 apply; 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 604 1070.
- 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.
- 10.5** In the event we suspect or detect any fraud or unauthorised activity on your Account, we will advise you via SMS message or email as appropriate. If we deem it necessary we may block your Account or any Card and will advise you of the block and how it may be removed.

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 604 1070 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
Card Services
PO Box 2187
Belfast BT19XX
Telephone 0800 121 7790

or if outside UK +44 800 121 7790

- 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 17.13)

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 £35 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 have no liability for any transactions where the loss, theft or misappropriation of your Card or card details was undetectable to you.

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 17.13)

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 £35 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 have no liability for any transactions where the loss, theft or misappropriation of your Card or card details was undetectable to you.

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. Subject to clause 13.3, if we find that the Transaction is incorrect we will without delay 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. If it is later determined that no restoration should have been made, the Bank will be entitled to recover from your Account the amount of any restoration made without further reference to you.
- 13.4.3** If we are responsible for the non-execution, late or defective execution of a Transaction we will take the necessary steps to ensure that the Transaction is correctly executed and restore your Account to the state it would have been in if the Transaction had been correctly executed. You need to notify us of the error within 13 months of it taking place. Whether we are responsible or not for the non-execution, defective or late execution of a Transaction you have asked us to make you have a right to ask us to make efforts to trace it and notify you of the outcome.
- 13.4.4** If an amount is paid into or out of the Account in error, we may make the necessary correcting entry without the need for approval from you. In certain circumstances we may request your authority to recover a misdirected payment which has been credited to the Account. If your authority is not forthcoming, we will provide such of your details as may be required to the relevant payer in order to assist their recovery of the misdirected payment.
- 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. Any interest charged to the Account in respect of the amount of a Transaction that is subsequently refunded will be refunded to the Account.
- 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** A Retailer may ask us to block a sum of money on your Account to pay for a specific Transaction where the specific price is not known. We will only do this if you have authorised an exact sum to be blocked from your Account. If the actual amount required to pay for the Transaction is lower than the amount you authorised we will release the balance of the blocked funds without undue delay.
- 14.3** We will not be liable for the refusal of any Retailer to accept or honour the Card.
- 14.4** 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.
- 14.5** If you are unable to use a PIN due to a disability or medical condition, please contact us on 0345 604 1070 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. THIRD PARTY PROVIDERS

- 16.1** You can instruct a Third Party Provider to access your Account online provided:
- ▶ you are registered for online servicing for your Account;
 - ▶ you have given the Third Party Provider specific consent to access your Account;
 - ▶ you have authorised us to proceed with the payment or share information with the Third Party Provider (as the case may be) by using our online verification processes and your Online Security Details; and
 - ▶ we may specify the method by which the Third Party Provider can access your Account.
- 16.2** The terms of this Agreement will apply to any Transaction made through a Third Party Provider as if such Transaction had been made by you.
- 16.3** If you do not notify us that you have withdrawn the consent previously given to a Third Party Provider to access your Account, we will not be liable in the event that the Third Party Provider continues to access your Account following such withdrawal.
- 16.4** We may stop a Third Party Provider from accessing your Account or initiating Transactions on your Account if we reasonably suspect unauthorised or fraudulent use of your Account or Online Security Details. If we do this, the provisions of clause 10.4 will apply.

17. GENERAL

- 17.1** We shall be entitled on giving you notice to set-off, combine or consolidate any sum of money due from you to us in respect of the Account, against or with any sum of money payable by us to you. You waive any right of set-off you may have in respect of sums payable by you under this Agreement.
- 17.2** 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.
- 17.3** The Card may be used in conjunction with the PIN at an ATM displaying the appropriate credit card symbol.
- 17.4** We are not liable if we 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 relevant law or regulations. We are not liable to you for any business costs or losses you may incur such as loss of business profits or loss of business opportunity.
- 17.5** If 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.
- 17.6** We may disclose details of the Account to any person acting as our agent in connection with the use or issue of the Card.
- 17.7** This Agreement and any dealings with you, prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.
- 17.8** All communications with you will be in English.
- 17.9** We may record or monitor phone calls between us and you or any Additional Cardholder so that we can check instructions and to make sure that we are meeting our service standards.
- 17.10** We may transfer to any other person any or all of our rights under this Agreement or our duties (including our duty to lend to you). 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.
- 17.11** You must notify us immediately in writing of any change of address of you or any Additional Cardholder.
- 17.12** 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.
- 17.13** 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.
- 17.14** If you are a natural person, you and any Additional Cardholder must be aged 18 or over and live in the UK.
- 17.15** You may request a copy of your Agreement at any time during its course.

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 an audio CD.

Please ask a member of staff for details.

Talk to us today

bankofirelanduk.com

0345 604 1070