

# Visa Business Cards



Allied Irish Bank (GB)

## **ALLIED IRISH BANK (GB) VISA BUSINESS CARDS**

The Allied Irish Bank (GB) Visa Business Card provides a simple and highly effective way for your business to monitor and control routine expenses and is therefore ideal for all employees who incur business expenses. You can choose between a Visa Business Card or a Visa Business Gold Card.

Eligibility: Credit facilities are subject to appraisal by the Bank of the applicant's financial status and their ability to repay. Applicants must be aged 18 or over and must maintain their business Account with a branch of Allied Irish Bank (GB). Full Terms & Conditions are available on request.

### **Index**

Benefits of the Visa Business Card	3
Summary Box	4
Additional benefits for Visa Business Gold Cardholders	5
AA Breakdown	6
Allied Irish Bank (GB) Status Disclosure, Demands and Needs	6
AA Breakdown - Summary of Cover	6
Card Liability Waiver Insurance	8
Card Liability Waiver Insurance - Summary of Cover	8
Card Liability Waiver Insurance - Policy Schedule	11
Additional information	16

## **BENEFITS OF THE VISA BUSINESS CARD**

### **Simplicity and control**

You decide which of your employees will hold a Visa Business Card or Visa Business Gold Card and choose the appropriate Credit Limit. The outstanding balance in each employee's Visa Business Card at each month end will be cleared by Direct Debit from your business's nominated Allied Irish Bank (GB) Account.

### **Cost effective and convenient**

Payment by Visa Business Card for goods and services eliminates the need to settle invoices for individual purchases. A single monthly Direct Debit payment for each employee's Transactions means no interest and no Transaction charges. A detailed monthly statement creates efficiency and less paperwork therefore simplifying the reconciliation of expenses and reducing administration costs for your business. It is also cost effective for your business to order goods and services from abroad using your Visa Business Card as it reduces the requirement to buy foreign currency.

### **Buying goods and services**

Visa Business Card allows you to book a broad range of goods and services without leaving your home or office. Whether dealing by post or telephone simply give an accurate description of your order and then quote your Visa Business Card number, its expiry date, your name and organisation's address.

You can also use your Visa Business Card to shop on the Internet. If Internet or any other Transactions appear on your monthly statement and you are sure that you did not make them, call us as soon as possible on (028) 9033 0099.

### **Ideal for business travel**

Your Visa Business Card is ideal for business travel and can be used at home or abroad to purchase goods and services and make cash withdrawals, eliminating the need to keep large amounts of cash on hand. Your Visa Business Card is welcome at over 24 million outlets worldwide.

Cash Advances and Automated Teller Machine (ATM) facilities are available worldwide anywhere Visa is accepted. This saves you time and money in obtaining foreign currency and eliminates the need for cash floats.

## **Statements**

You will receive a monthly statement for each employee showing details of all their individual Transactions carried out on their Visa Business Card since the previous statement date. In addition, you will also receive a summary statement detailing the total amount of expenses incurred by each employee.

### **Automatic settlement of your Account**

The full statement balance on each employee's Visa Business Card Account will be debited from your organisation's nominated Allied Irish Bank (GB) Account on a monthly basis, a few days after you receive your statement. Transactions in a foreign currency will be converted into sterling before appearing on your statement.

### **24 hour service**

Our customer service staff are available 24 hours a day, seven days a week on (028) 9023 6644.

### **Emergency services while abroad**

Your Allied Irish Bank (GB) Visa Business Card/Visa Business Gold Card offers many advantages over cash when travelling abroad, including emergency cash if your Card is lost or stolen. In most countries the equivalent in local currency of up to US\$5,000 (subject to your available Credit Limit) can be made available to you at any bank that accepts Visa through the VISA Travel Service Centre. You will be required to provide proof of identity when receiving the cash.

### **Card Liability Waiver Insurance**

The Card Liability Waiver Insurance may offer protection to your business from liability of card misuse by employees to whom you provide a business card. Terms and Conditions apply. For more information, please see Card Liability Waiver Insurance on <http://business.aibgb.co.uk/our-products/business/business-credit-cards>.

## SUMMARY BOX

<b>Allied Irish Bank (GB) Visa Business Card / Visa Business Gold Card</b>		
The information contained in this table summarises key product features and is not intended to replace any terms and conditions		
<b>APR*</b>	<b>Visa Business</b>	<b>Visa Gold Business</b>
	Representative 4.0% APR (variable)	Representative 12.8% APR (variable)
<b>Interest charging information</b>	As the account is settled in full by monthly Direct Debit no interest will be charged.	
<b>Minimum repayment</b>	Each month, on or before the Payment Due Date, you must always pay the full outstanding balance as shown on your monthly statement.	
<b>Credit Limit</b>	Minimum Credit Limit	Visa Business £500
		Visa Gold Business £5000
	Maximum Credit Limit	Subject to status
<b>Fees</b>	Visa Business	£10 joining fee £15 annual fee
	Visa Gold Business	£25 joining fee £50 annual fee
<b>Charges</b>	Cash Advances	1.5% of the Transaction amount
	Foreign currency transactions	2.75% conversion fee of the value of the Transaction
	Copy of statement	£10.00 per request
	Copy Voucher**	£5.00 per copy
<b>Default charges</b>	Late Payment	A late fee of £12.00 each time you do not make the minimum payment by the payment due date.
	Over Limit	An Over Limit fee of £12.00 will apply the first time your balance exceeds your credit limit in each statement period.
	Payment Returned	A Payment Returned fee of £12.00 where a cheque or Direct Debit has been presented for payment and returned by your Bank.
	Written Advice***	A Written Advice fee of £13.00 each time we have to write to you about the unsatisfactory conduct on your account.

\*This is for illustrative purposes only, please refer to the Standard European Consumer Credit Information (SECCI) for further information

\*\*This charge will be refunded for any item queried, and subsequently found to be incorrectly applied to your Account.

\*\*\*This fee will not be charged if a Late Payment or Payment Returned fee has already been charged to your Account.

## ADDITIONAL BENEFITS FOR VISA BUSINESS GOLD CARDHOLDERS

As an Allied Irish Bank (GB) Visa Business Gold Cardholder, you will be entitled to the following benefits:

### AA Membership

#### Roadside Rescue

Roadside Rescue, the AA's standard level of cover, looks after you on the open road. If your vehicle cannot be repaired on the spot the AA will tow your vehicle to the nearest garage free of charge.

#### Home Start

With the addition of Home Start cover you have all the benefits of Roadside Rescue right on your doorstep.

You will receive your AA entitlement card soon, together with details of Roadside Assistance and Home Start.

(In order to provide this free cover, we may pass names of Authorised Users to AA to enable them to issue membership details.)

Please read Status Disclosure and Summary of Cover sections in this brochure.

### Radisson SAS invite you to be their favoured guest

Goldpoints plus, the Radisson SAS loyalty programme, has been specifically designed to provide genuine rewards for guest loyalty. It consists of three tiers, Red, Silver Elite and Gold Elite. As an Allied Irish Bank (GB) Visa Business Gold Cardholder, following registration, you will join on the Silver Elite Tier. Normally to qualify for the Silver Elite Tier you would have to stay for 15 nights or 10 stays in the previous year.

#### Silver Elite members receive the following benefits:

- 25% bonus on points earned.
- 10% discount on weekend rates
- 10% discount on hotel restaurant dining
- Free spouse card.

Terms and conditions apply. Visit [www.goldpointsplus.com](http://www.goldpointsplus.com) for details of conditions and how to avail of benefits.

### Global Assistance

As an Allied Irish Bank (GB) Visa Business Gold Cardholder you will enjoy the security and peace of mind of the exclusive Global Assistance service, designed to help you deal with emergencies while travelling. Features of this service:

- Lost or Stolen Card Assistance – Global Assistance will provide assistance in reporting the loss or theft of credit cards
- Lost or Stolen Passport Assistance – if you lose your passport you will be advised of telephone numbers, addresses and opening hours of the nearest consulate or embassy, including where required additional advice on the procedures for arranging passport replacement
- Emergency Medical Information – information detailing the location, addresses, telephone numbers and opening hours together with specific facilities, capabilities or medical specialities and languages spoken
- Emergency Interpretation Service – available when translation is required for a personal emergency (not available for Business use)
- Emergency Message Home – we can arrange to deliver a brief message by phone, fax or email to a designated person in the case of an emergency.
- Terms and conditions apply. This service is provided by WhiteConcierge.

Please note, should you terminate your Allied Irish Bank (GB) Visa Business Gold Card Agreement, AA Membership, Goldpoints plus and Global Assistance will automatically be cancelled.

## AA BREAKDOWN

### ALLIED IRISH BANK (GB) STATUS DISCLOSURE, DEMANDS AND NEEDS

#### Allied Irish Bank (GB) Status Disclosure

Allied Irish Bank (GB) is an authorised intermediary and can sell and arrange insurance contracts, acting on behalf of the Insurer in respect of any contract of insurance provided.

In relation to the provision of free AA Breakdown Cover, we can only offer a product from a single insurer underwritten by Automobile Association Limited.

We have not provided you with advice or a personal recommendation as to whether this policy is suitable for your specific needs. We do not charge any fees for this service.

Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.) incorporated in Northern Ireland. Registered Office, 92 Ann Street, Belfast, BT1 3HH. Registered Number, NI 018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Service Register Number is FRN: 122088. You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 111 6768.

If you wish to register a complaint, please contact us in writing at Allied Irish Bank (GB), Product Management, 92 Ann Street, Belfast, BT1 3HH or telephone (028) 9032 5599. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

#### Demands and Needs

In entering this agreement you will be provided with AA Breakdown Cover on a complimentary basis as part of the Business Gold Card package. This insurance product is provided to you on a non-advised basis and no premium is payable.

AA Breakdown will provide cover for Breakdown Assistance in the event that your vehicle breaks down. You have been advised of the main details of this policy in the 'Summary of Cover', which explains the main benefits, main exclusions and limitations of cover.

**keyfacts**

#### AA Breakdown

##### Summary of Cover

This document provides you with basic details of your AA Breakdown Cover. The provider of this cover is The Automobile Association Limited, unless otherwise stated. This is not a statement of the full Terms & Conditions of your policy, which can be found in your Terms & Conditions booklet supplied by the AA (the 'Booklet') which should be read in conjunction with this summary.

Your complimentary AA Breakdown Cover is subject to, and runs concurrently with, the terms of your Allied Irish Bank (GB) Business Gold Card Account. If your Allied Irish Bank (GB) Business Gold Card is terminated, your rights to AA Breakdown Cover will come to an end at the same time.

##### 1. What are the main features/benefits of AA Breakdown Cover?

**Roadside Assistance** – Provides assistance following an immobilising breakdown more than a quarter of a mile from home.

**Home Start** – Provides assistance following an immobilising breakdown at or within a quarter of a mile of home. Available 24 hours after joining.

##### 2. Are there any significant exclusions or limitations to my AA Breakdown Cover?

Key restrictions of your cover are noted below (refer to the Booklet for full details of these and other restrictions):

- Service is available within the UK only (refer to UK Breakdown Assistance), and only to members travelling in a car, van, minibus or motorcycle which complies with the stated weight, width and length restrictions (refer to Vehicle type, weight and size restrictions). Refer to UK Breakdown Assistance Services, 'General Terms of Contract'.
- Assistance is not available following a breakdown or accident attended by the police or other emergency service, until the vehicle's removal is authorised. If the police insist on recovery by third party, the cost of this must be met by you.
- No recovery (including a local tow) is available following an accident.
- Transport of any animal is discretionary, and horses or livestock will not be recovered.
- Routine maintenance, running repairs, the cost of spare parts, petrol, oil, keys, service requiring specialist lifting

equipment, garage or other labour required to repair your vehicle are excluded, as is the provision of service on private property without the relevant permission.

- Service is discretionary where it is requested to deal with the same or a similar fault or cause of breakdown to that attended in regard to the same vehicle within the preceding 28 days.
- The member must be with the vehicle at the times of breakdown and assistance. A valid membership card and some other form of identification must be produced. Service will be refused and may be cancelled if anyone behaves in an abusive or threatening manner, or if the AA is owed money.
- Any car hire that may be arranged for a member will be subject to the hirer's Terms & Conditions.
- Under the 'Service Control Policy' further premiums may be requested if at the time you call for assistance the maximum number of call outs is reached.

### 3. What if I want to cancel my AA Breakdown Cover?

You have the right to cancel your AA Breakdown Cover within 14 days from receipt of your AA Breakdown Cover documentation. As your AA Breakdown Cover is complimentary, there will be no refund of premium. You will need to return any AA Breakdown Cover card supplied.

### 4. What if I need to make a call-out?

If you require Breakdown Assistance in the UK, please call 0800 887 766. You will need to provide your membership number and details of your circumstances.

### 5. What if I need to make a complaint?

If you wish to register a complaint, please contact us:

By phone: 0345 607 6727<sup>†</sup>

In writing: Customer Support (B), AA, Fanum House, Basingstoke, Hampshire RG21 4EA.

By email: [customersupport@theAA.com](mailto:customersupport@theAA.com).

If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service.

<sup>†</sup>Call charges may vary, please refer to your service provider.

### 6. Are we covered by the Financial Services Compensation Scheme (FSCS)?

No. The Automobile Association Limited is not covered by the FSCS.

## 7. General

**Law applicable:** The policy will be governed by the Laws of England. The EEA State for the purpose of the Policy is the United Kingdom.

**Language:** This Policy is written in English and all correspondence entered into shall be in English.

**Insurers:** The Automobile Association Limited is incorporated with Limited Liability in Jersey. Number: 73356. Registered Office: 22 Grenville Street, St Helier, Jersey JE4 8PX, Channel Islands.

## CARD LIABILITY WAIVER INSURANCE ALLIED IRISH BANK (GB) STATUS DISCLOSURE DEMANDS AND NEEDS

### Allied Irish Bank (GB) Status Disclosure

Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.), incorporated in Northern Ireland. Registered Office 92 Ann Street, Belfast BT1 3HH. Registered Number NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Service Register Number is FRN: 122088. You can check this on the FCA's Register by visiting the FCA's website [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on 0800 111 6768.

Allied Irish Bank (GB) is an authorised intermediary and can sell and arrange insurance contracts, acting on behalf of the Insurer in respect of any contract of insurance provided.

In relation to the provision of free Card Liability Waiver Insurance, we can only offer a product from a single insurer underwritten by Lloyds of London and affected through JLT Speciality Ltd (a Lloyd Broker).

We do not charge any fees for this service. We have not provided you with advice or a personal recommendation as to whether this policy is suitable for your specific needs.

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter.

You can contact them at:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephones: 0800 023 4567

+44 20 7964 1000 (for calls from outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Demands and Needs

In entering this agreement you will be provided with Card Liability Waiver Insurance on a complimentary basis as part of the Business Card package. This insurance product is provided to you on a non-advised basis and no premium is payable.

Card Liability Waiver Insurance meets the demands and needs of companies who provide Business Cards to their employees and who require protection from liability for card misuse by those employees.

JLT Speciality Ltd will provide protection to your business from liability of card misuse by employees to whom you provide a business card. You have been advised of the main details of this policy in the 'Summary of Cover' below, which explains the main benefits, main exclusions and limitations of cover.

## keyfacts

### Card Liability Waiver Insurance - Summary of Cover

**This section only contains a summary of the main features and benefits of the policy and a summary of the main exclusions and does not contain the full details and conditions of benefits – these are located in the Policy Schedule.**

The Visa Business / Corporate / Purchasing Card Liability Waiver Insurance offers protection to Companies, who provide Business Cards to their employees, from liability for card misuse by those employees according to the terms set out below.

AIB holds a Card Liability Waiver Insurance which is underwritten by certain underwriters at Lloyds of London and affected through JLT Specialty Ltd (a Lloyds Broker). Lloyds of London and Jardine Lloyd Thompson are regulated by the Financial Conduct Authority in the UK.

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

### Period of Cover

This agreement has no minimum term and remains in force until it is ended by you or us. The period of cover provided by this policy begins as soon as the Company's application for a business card has been accepted by Allied Irish Bank (GB). Cover continues automatically as long as: i) the company maintains the business card account; ii) the cardholder remains an employee of the company; and iii) the insurance continues to be placed with Lloyds of London.



## Definitions

### Bank

Allied Irish Banks, p.l.c or pertaining to Allied Irish Banks, p.l.c. whose address is at Bankcentre, Ballsbridge, Dublin 4.

### Cardholder

Any person authorised by the Company to use a Visa Classic/ Premier/Executive/Purchasing Card for Company business only, who are either:

- a) under contract of / for service or apprenticeship with the Company; or
- b) undergoing training under any government approved training scheme under control of the Company in connection with the business;

subject to the Cardholder having reached the age of eighteen.

The term Cardholder shall include a Director of the Company, if such a person:

- a) is also employed by the Company under a contract of service; and
- b) controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.

### 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.

### Company

Corporation partnership, sole partnership or any other entity with which the Bank has a signed agreement to issue Visa Corporate and Business Cards.

### 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.

### Termination Date

The date on which:

- a) the Cardholder gives notice to the Company;
- b) the Company gives notice to the Cardholder; or
- c) the Authorised Card is withdrawn by the Company from the Cardholder, whichever is the sooner.

### Underwriters

Certain Underwriters at Lloyd's of London.

### Waivable Charge

All amounts charged to the Company's Visa Classic / Premier / Executive / Purchasing account with the Bank which are not of either direct/indirect benefit to the company.

### 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 (full details explained under Minimum Standards of Control, see page 14) which is then sent by letter or fax to the Bank.

### Sum Insured

Up to £15,000 per cardholder and £1,000,000 per company per year.

## Features and Benefits

The Visa Business / Corporate / Purchasing Card Liability Waiver Insurance offers protection to Companies, who provide Business Cards to their employees, from liability for card misuse by those employees according to the terms set out below.

Waivable charges shall mean all amounts charged to the Company's Visa Classic / Premier / Executive / Purchasing account with the Bank which are not of either direct/indirect benefit to the company; and

1. Where the Company has paid the bill but has been unable to obtain reimbursement from the Cardholder; or
2. Where the Bank has billed the Cardholder direct and the Company has reimbursed the Cardholder but the Cardholder has not paid the Bank; 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 preceding 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 yet billed as of the Waiver Date, or up to 14 days after the date on which the Bank received a request to cancel that Cardholders card; whichever occurs first;
3. Are discovered no later than 75 days after the termination of:
  - a) This Policy, or
  - b) The Insurance in respect of the Company employing the Cardholder concerned with the loss; whichever occurs first.

It is understood and agreed that there can be no circumstance where the Underwriters can pay a claim twice.

## Exclusions

- Loss of interest or consequential loss of any kind;
- Loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder;
- Charges incurred for purchasing goods or service 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;
- Charges incurred by a Cardholder after the discovery date of loss by the Company, or charges incurred beyond 14 days after the Bank receives a request to cancel the Cardholders Visa Classic / Premier / Executive / Purchasing Card, whichever is the earlier;
- Cash advances, after notification of Termination Date;
- Cash advances which exceed £200 per day or a maximum of £6,000 in all prior to notification of the Termination Date.

## General Conditions

1. This Policy shall be avoided if
  - 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. This Policy shall be avoided if the Company's interest ceases and nothing herein contained shall give any right against the Underwriters to any person other than the Company except to a transferee approved by the Insurer
3. This policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material particular.

## Claims Conditions

1. If any claim shall be in any respect or if fraudulent means or devices are used by the Company or anyone acting on their 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 any occurrence which may give rise to a claim for loss the Company shall:
  - a) Give notice thereof as soon as practicable to the Insurers
  - b) File detailed proof of loss with the Insurers within 30 days after the discovery of the lossUpon the Insurers request the Company whichever is appropriate shall submit to examination by the Insurers and produce for the Insurers examination all pertinent records and all at such reasonable time and place as the Insurers shall designate and shall cooperate with the Insurers in all matters pertaining to loss or claims with respect thereto.
3. In the event of any payment under this Policy the Insurers 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. The Company must cooperate with any efforts to recover funds including communication/cooperation with any law enforcement body.
4. If at any time any claim arises under this Policy such difference shall be referred to arbitration, form of which to be agreed by all parties.
5. If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to arbitration, the form of which to be agreed by all parties.
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 elected or an appointed officer who is aware of the employment of a person and that person's act of fraud or dishonesty .

7. For a valid claim to arise it is a condition of this Policy that the Company shall, as soon as any act of theft is discovered, make every effort to retrieve the Visa Business / Corporate / Purchasing Card from the Cardholder and destroy the Visa Business / Corporate / Purchasing Card.
8. 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 and to have the Card place upon the suspended Card list. The Underwriters shall bear no liability for future acts of Theft by the Cardholder following said discovery of fraudulent activity.
9.
  - a) 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;
  - b) 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 Underwriters benefit to the extent of the claim paid or payable;
    - iii) and finally any surplus thereafter shall be returned to the Company.

## How to Make a Claim

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

In the event of a claim or any circumstances giving rise to the possibility of a claim the Insured must:

- immediately notify JLT Specialty Ltd to directly request a claim form on +44 (0) 207 528 4642
- complete the same and return it to: JLT Speciality Ltd, The St Botolph Building, 138 Houndsditch, London, EC3a 7AW
- you can also download a claim form online on <https://aibgb.co.uk/our-products/business-credit-cards>

## Card Liability Waiver Insurance – Policy Schedule

### Visa Business/Corporate/Purchasing Liability Waiver Insurance Wording

#### Definitions

1. Cardholder shall mean any person authorised by the Company to use Visa Business/Corporate/Purchasing Cards / Purchasing Cheques for Company business only who are either
  - A) under a contract of/for 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

The term Cardholder shall include a director of the Company if such person

- i) is also employed by the Company under a contract of service and
  - ii) controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.
2. Waiver date shall mean the discovery date of the loss by the Company.
  3. Underwriters shall mean certain Underwriters at Lloyd's of London
  4. Theft shall mean 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
  5. Termination Date shall mean the date on which:
    - 1) the Cardholder gives notice to the Company
    - 2) the date the Company gives notice to the Cardholder
    - 3) or the date the Authorised Card is withdrawn by the Company from the Cardholder whichever is the sooner.
  6. 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.
  7. Waiver Request Letter shall mean a letter composed by the Company outlining the details of the loss (full details explained under Minimum Standards of Control) which is then sent by letter or fax to the Bank.

#### The Underwriters will indemnify

Visa Member Banks (hereinafter called "the Bank") and at the request of the Bank any Company (meaning a corporation partnership sole proprietorship or any other entity with which the Bank has a signed agreement to issue Visa Business/Corporate/ Purchasing Cards/ Purchasing Cheques) for losses for which the Bank is entitled to indemnity subject to the terms exceptions and conditions of the Policy as far as they apply.

#### Terms of cover

*The Underwriters will provide indemnity*

- 1) against loss of Waivable Charges due to the Bank or for which they are legally responsible caused by any act of Theft committed during the Period of Insurance by any Cardholder
  - 2) for auditors fees incurred with the Underwriters consent solely to substantiate the amount of the claim
- Provided that
- i) the Underwriters total liability in respect of any One Claim caused by any one Cardholder shall not exceed the Limit of Indemnity applicable to that Cardholder where One Claim shall mean all acts of Theft within the Period of Insurance committed by one Cardholder or two or more Cardholders acting in collusion (meaning all circumstances where two or more Cardholders are concerned or implicated together or materially assist each other in committing the act of Theft)
  - ii) in the event that One Claim is caused by two or more Cardholders acting in collusion the Underwriters total liability shall not exceed  $a \times b$  where  $a$  = the number of Cardholders involved and  $b$  = the Limit of Indemnity applicable to each Cardholder
  - iii) the Underwriters total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company
  - iv) any underlying policy shall be maintained in force and this Policy shall apply only to the extent to which an indemnity for damages and claimants costs and expenses is not provided under such underlying policy by virtue of any limitation of cover or Limits of Indemnity
  - v) the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy
  - vi) the Underwriters may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount for which the claims arising out of such an event can be settled the Underwriters will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Underwriters may be responsible in respect of matters prior to the date of such payment.

*For the purpose of this Policy*

- 1) Waivable Charges shall mean all amounts charged to the Company's Visa Business/Corporate/Purchasing account with the Bank which are not of either direct or indirect benefit to the Company and
  - A) where the Company has paid the bill but been unable to obtain reimbursement from the Cardholder or
  - B) where the Bank has billed the Cardholder direct and the Company has reimbursed the Cardholder but the Cardholder has not paid the Bank or

- C) where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of B) above. It is understood and agreed that there can be no circumstance where Underwriters can pay a claim twice

*Provided that such unauthorised charges*

- i) are billed up to 75 days preceding 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
  - ii) are incurred but are not yet billed as of the Waiver Date or up to 14 days after the date on which the Bank received a request to cancel that Cardholders Card whichever occurs first
  - iii) are discovered not later than 75 days after the termination of
    - A) this Policy, or
    - B) the insurance in respect of the Company employing the Cardholder concerned with the loss whichever occurs first
- 2) Theft shall mean 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

## General Conditions

- 1) This Policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material particular
- 2) Observance of the terms of this Policy relating to anything to be done or complied with by the Bank is a condition precedent to the Underwriters liability
- 3) The Underwriters shall not be liable in the event of any material change in the nature of the business of the Bank unless the Underwriters have been advised and their written approval obtained.
- 4) Either party may cancel this Policy by giving 90 days notice in writing to the other Party at its last known address. Any such Termination will not affect the rights of the Bank with respect to charges incurred by its Cardholders prior to the effective date of Termination. If the Underwriters give such notice the Bank shall become entitled to a proportionate return of Premium. If the Bank gives such notice then the Bank shall be entitled only to a return premium in accordance with the Underwriters usual short period scale provided that no claim has been made in the then current Period of Insurance.

For the purposes of this Policy termination shall mean the date of cancellation of this Policy

- 5) If this Policy immediately supersedes a similar insurance effected by the Bank (hereinafter called the "Superseded Insurance") the Underwriters will indemnify the Bank in respect of any loss discovered during the continuation of the Superseded Insurance if the loss is not recoverable solely because the period allowed for discovery has expired

*Provided that*

- 1) such insurance has been continually in force from the time of the loss until inception of this Policy
- 2) the loss would have been insured by this Policy had it been in force at the time of the loss
- 3) the liability of the Company shall not exceed whichever is the lesser of
  - a) the amount recoverable under the insurance in force at the time of the loss or
  - b) the Limit of Indemnity applicable under this Policy

In any event the Underwriters total liability in respect of any one Claim continuing through both the terms of the Superseded Insurance and the continuation of this Policy shall not exceed the Limit of Indemnity applicable under this Policy

*6) This Policy shall be avoided if*

- A) the Bank or Company be wound up or carried on by a liquidator or receiver or permanently discontinued or
  - B) the Bank or Company's interest ceases otherwise than by death
- 7) This Policy shall be avoided if the Bank or Company's interest ceases and nothing herein contained shall give any right against the Underwriters to any person other than the Bank or Company except to a transferee approved by the Underwriters

## Claims Conditions

- 1) If any claim shall be in any respect fraudulent or if fraudulent means or devices are used by the Bank or Company or anyone acting on their behalf to obtain any benefit under this Policy or if any loss is occasioned by the wilful act or with the connivance of the Bank or Company all benefit under this Policy shall be forfeited
- 2) Upon knowledge of or discovery of loss or of any occurrence which may give rise to a claim for loss the Bank or Company whichever is appropriate shall
  - A) give notice thereof as soon as practicable to Underwriters
  - B) file detailed proof of loss with Underwriters within 30 days after the discovery of the loss

Upon the Underwriters request the Bank or Company whichever is appropriate shall submit to examination by the Underwriters and produce for the Underwriters examination all pertinent records and all at such reasonable time and place as the Underwriters shall designate and shall cooperate with the Underwriters in all matters pertaining to loss or claims with respect thereto

- 3) In the event of any payment under this Policy the Underwriters shall be subrogated to all the Banks (or Company's) rights of recovery therefor against any person or organisation and the Bank (or Company) shall execute and deliver instruments to secure such rights The Bank (or Company) shall do nothing

after loss to prejudice such rights. The bank or company must co-operate with any efforts to recover funds including communication/ co-operation with any law enforcement body.

- 4) If at any time any claim arises under this Policy there be any other insurance or indemnity or guarantee covering the same loss the Underwriters 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 arbitration, form of which to be agreed by all parties.
- 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 CompanyFor the purposes of this Policy knowledge possessed by the Company means knowledge possessed by a partner director elected or appointed officer who is aware of the employment of a person and that persons acts of fraud or dishonesty
- 7) For a valid claim to arise it is a condition of this Policy that the Company shall as soon as any act of Theft is discovered make every effort to retrieve the Visa Business/Corporate/ Purchasing Card from the Cardholder and destroy the Visa Business/ Corporate/Purchasing Card
- 8) 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 and to have the Card placed upon the suspended card list the Underwriters shall bear no liability for future acts of Theft by the Cardholder following the said discovery of fraudulent activity.
- 9)
  - A) Any money of the Cardholder in the Company's hands upon discovery of any loss and money which but for the Cardholders 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
  - B) 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 Underwriters benefit to the extent of the claim paid or payable
    - iii) and finally any surplus thereafter shall be returned to the Company

#### 10) JLT Specialty Limited Claim details

In the event of a claim or any circumstances giving rise to the possibility of a claim the Assured must **immediately** notify:-

JLT Specialty Limited  
The St Botolph Building  
138 Houndsditch  
London  
EC3A 7AW  
Email address: BCLW@jltgroup.com

#### Exclusions

*The Underwriters shall not be liable for*

- 1) loss of interest or consequential loss of any kind
- 2) loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder
- 3) charges incurred to Purchasing 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
- 4) charges incurred by a Cardholder after the discovery date of the loss by the Company or charges incurred beyond 14 days after the Bank receives a request to cancel the Cardholder's Visa Business/Corporate/Purchasing Card whichever is the earlier
- 5) cash advances, after Notification of Termination Date.
- 6) cash advances which exceed EUR 300 per day or a maximum of EUR 1,000 in all prior notification of Termination Date.

## **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

NMA 2802 (17/12/1997)

## **RADIOACTIVE CONTAMINATION EXCLUSION**

This Insurance does not cover:

- (i) loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (c) nuclear reaction, nuclear radiation or radioactive contamination

## **FINANCIAL GUARANTEE EXCLUSION CLAUSE**

This policy does not cover any form of Financial Guarantee, Surety or Credit Indemnity.

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01

NMA2918

## **Minimum Standards of Control Obligation of the Company**

The Company may require the Bank to waive their liability for Waivable Charges only if they meet all the following requirements:

- 1) The Company has two (2) or more Cards in good standing on or after establishing a Card account with a Member Bank or as otherwise agreed. This obligation is waived in respect of Visa Purchasing Liability.
- 2) The Company send a "Waiver Request" by letter or fax to the Bank. The Waiver Request must state:
  - A) That the Company request the waiver of covered Charges.
  - B) The Cardholder's name, Card number and last known business and home address.
  - C) In cases where the Bank invoices the Cardholder directly, that the Company has contacted the Cardholder in writing and directed him to immediately pay all outstanding Charges to the Bank:And
  - D) Whether the Card was retrieved from the Cardholder.
- 3) The Company has delivered to the Cardholder or sent by first class mail a written notice stating that the Cardholder's Card has been cancelled, that he should immediately discontinue all use of that Card, that he must immediately pay any outstanding amounts owed to the Bank, and that he must immediately return that Card to the Company.

- 4) The Company has used and will continue to use its best endeavours to retrieve the Card from the Cardholder and to return it, cut in half, to the Bank.
- 5) The Company shall promptly give written notice to the Bank if any Cardholder's employment has been terminated or in cases where the Bank invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying the Bank for those Charges.

## Complaints

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

Tony Ratliff  
JLT Specialty Limited  
The St Botolph Building  
138 Houndsditch  
London  
EC3A 7AW

Tel 020 7528 3585  
Fax 020 7327 3589

If you have a problem concerning any aspect of your reinsurance please contact:

The Risk and Business Controls Manager,  
JLT Specialty Limited  
The St Botolph Building  
138 Houndsditch  
London  
EC3A 7AW

Tel: 020 7558 4400  
Fax: 020 7558 4500

If you are unable to resolve the situation and wish to make a complaint you can refer it to the Complaints Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is:  
Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Tel No. : 020 7327 5693  
Fax No.: 020 7327 5225  
E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Complaints Department is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## ADDITIONAL WORDINGS AND CLAUSES

### Governing Law and Jurisdiction

This Certificate shall be interpreted under, governed by and construed in accordance with the laws of England and for this purpose, the Reinsured and Underwriters agree to submit to the exclusive jurisdiction of the courts of England in any dispute arising hereunder.

### Agent for the Insurers

Please note that where JLT Specialty Limited deal with you through a retail agent, in respect of claims that you refer to us, we act as an agent for the Insurers and not as agent for you.

### Several Liability Notice – LSW 1001

The subscribing (re)insurers' obligations under contracts of (re) insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

It is understood and agreed that wherever the words "Policy" and "Certificate" appear herein they are deemed to mean and read the same.

It is hereby noted and agreed that Lloyd's is regulated by the Financial Conduct Authority ('the FCA') whose address is:

Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf  
London E14 5HS

## ADDITIONAL INFORMATION

### How to apply

If you wish to apply\* for either of our Business Cards, please contact your local branch who will be happy to assist you.

\*Applications are subject to status. Full details of Terms & Conditions are available on request.

### The Lending Code

Allied Irish Bank (GB) subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board. The Lending Code sets minimum standards of good practice when dealing with certain customers in the UK in relation to loans, current account overdrafts, charge cards and credit cards. Further details can be found at: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) p.l.c. (a wholly owned subsidiary of Allied Irish Banks, p.l.c.) incorporated in Northern Ireland. Registered Office, 92 Ann Street, Belfast BT1 3HH. Registered Number, NI018800. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Making a complaint - customers of Allied Irish Bank (GB)

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible.

If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible. In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter.

You can contact them at:  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephones: 0800 023 4567

+44 20 7964 1000 (for calls from outside the UK)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Chip and Signature Visa Business Card

For customers who have difficulty using a PIN, we can offer a Chip and Signature Visa Business Card. When you buy goods in a shop, you will not have to enter your PIN on the terminal. Instead, the assistant will print a receipt for you to sign and this signature will then be compared to the signature on the back of your Card. All other transactions, such as online and mail order, will be carried out in the same way as the Visa Business Card. For more information or to ask for a Chip and Signature Visa Business Card, please contact your branch.



**If you need this brochure in Braille, in large print or on audio, ring 0345 6005 925<sup>†</sup>. Customers with hearing difficulties can use our Text relay service by dialling 18001 0345 6005 925.<sup>†</sup>**

<sup>†</sup>Call charges may vary, please refer to your service provider



**Allied Irish Bank (GB)**

Information correct as at August 2016

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[www.aibgb.co.uk](http://www.aibgb.co.uk)