

# Allied Irish Bank (GB) Business Debit Card Terms and Conditions effective from 18 January 2017

## INTRODUCTION

These terms and conditions apply to the Allied Irish Bank (GB) Business Debit Card.

By using your Card you are deemed to have accepted these terms and conditions. In the event of a conflict between these terms and conditions and the Business Account terms and conditions in relation to the Card, these terms and conditions will prevail. We will give you a copy of these terms and conditions when you apply for a Card. You can also get a copy from any of our branches or on our Website at [www.aibgb.co.uk](http://www.aibgb.co.uk)

**"you"** and **"your"** refers to the Account Holder and, unless the context otherwise requires, any Authorised User. The Card is issued by AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), its successors and assigns (referred to throughout these terms and conditions as **'we', 'us'** and **'our'**). AIB Group is made up of Allied Irish Banks p.l.c., its subsidiaries and associated companies from time to time, including AIB Group (UK) p.l.c.

## DEFINITIONS

Within these terms and conditions, some words have special meanings.

**'Account'** means the bank Account opened by the Account Holder and kept by us on behalf of the Account Holder on which Transactions can be carried out.

**'Account Holder'** means only a sole trader, partnership, limited liability partnership, company, club, society, association, trustee, charity or other group, entity or individual(s) in whose name the Account is maintained.

**'Agreed Overdraft Limit'** means an overdraft amount we have agreed with the Account Holder.

**'Authorisation'** means our confirmation to a bank or any Outlet that they can accept your Card for a Transaction.

**'Authorised User'** means a person other than the Account Holder who has been authorised in accordance with Condition 3.8 to effect Transactions on the Account.

**'Card'** means any Allied Irish Bank (GB) Business Debit Card issued by us to you for the purpose of carrying out Transactions on the Account including any virtual or digital versions of the Card registered in a 'Digital Wallet' (a "Digital Card").

**'Card Number'** means the number on the front of the Card or any digital versions of the Card Number.

**'Cash Machine'** means any automated teller machine which is capable of dispensing cash or providing other services associated with a Card.

**'Charges Explained Brochures'** means the published list of our fees and charges. These brochures are available at all our branches and also on our Website. You can also call our Helpline.

**'Chip'** means an integrated circuit used in a Card.

**'Contactless Transaction'** means a Transaction that is carried out by holding your Card or your Device, if it is enabled to carry out Contactless Transactions, near a terminal which is enabled to accept Contactless Transactions.

**'Continuous Payment Authority'** is where you have entered into an agreement with a company or service provider for them to take repeated payments from the Account using the Card details.

**'Digital Card'** means a virtual or digital versions of your Card.

**'Digital Wallet'** means any electronic payment system which stores your Digital Card for the purposes of carrying out Transactions.

**'Digital Wallet Agreement'** means any terms and conditions applicable to a Digital Wallet which is either offered by us or by a third party provider in agreement with us.

**'Device'** means a mobile phone, tablet, watch or other electronic device in which a Digital Card has been registered or that you use to access a Digital Wallet.

**'EEA'** means the current members of the European Economic Area as may be amended from time to time.

**'Helpline'** means our Freephone service on 0800 389 6218. (Some mobile phone providers may charge for calls to this number).

**'Liable'** means to be held legally responsible.

**'Outlet'** means any business or individual who accepts a Card as a method of payment.

**'Payment Service'** means a cash deposit or withdrawal, an electronic payment (for example a direct debit, standing order, credit transfer, Debit Card or credit card Transaction) or a Transaction carried out through our Online Services.

**'Payment Service Provider'** means any organisation that offers any payment services to customers. For the purposes of this document the Provider is us AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB).

**'PIN'** stands for **'Personal Identification Number'** and means any number we give you, or any number that you later choose, to use with your Card. You must keep this number secret.

**'Security Details'** means any security procedure you follow or use to make an instruction, confirm your identity or access a Device or certain functionality on that Device (for example a passcode, access code, security code, or biometric data such as a fingerprint).

**'Secure System'** means a system to enable the secure use of your Card over the internet for example Verified by Visa.

**'Transaction'** means getting cash, or paying for anything using your Card, Card Number, PIN or any other service you get with your Card including through the use of a Digital Wallet.

**'Validity Period'** means the time during which you can use your Card. This period starts on the first day you receive your Card and ends on the last day of the 'EXPIRES END' month.

**'Website'** refers to our internet site, [www.aibgb.co.uk](http://www.aibgb.co.uk)

**'Your Branch'** means the Allied Irish Bank (GB) branch where the Account Holder holds the Account.

## GENERAL INFORMATION

### Contacting us:

You can contact us through Your Branch, by email, by phone, by text message (if applicable) or by any other electronic means.

If your Card, Device or any other security feature of the Card or Device is lost or stolen or has fallen into the hands of someone who may use it to commit fraud, please contact us immediately on **0044 (028) 9033 0099**. A Customer Service Adviser is available 24 hours a day.

You can also contact us by writing to our Head Office at Allied Irish Bank (GB)  
St Helen's  
1 Undershaft  
London  
EC3A 8AB

### Contacting you:

Subject to applicable law, we may contact you in person, by phone (including text message), post, hand delivery, by fax, by email or online (for example, via any message facility available on our online banking or similar systems) or other electronic means.

### 1. LOOKING AFTER YOUR CARD AND PIN

- 1.1 For information on how to use your Card you should refer to the relevant section of your 'Business Debit Card User Guide' brochure.
- 1.2 You should sign your Card as soon as you receive it. You should take all reasonable steps to keep your PIN, other security information or

any other code allocated to you by us and/or subsequently chosen by you secret, your Card, your Security Details and any Device secure at all times. You should tell us immediately if you change your address, phone number or any other contact details for the Account or Card. The Card will be our property at all times.

- 1.3 You must not let anybody else use your Card, PIN, Security Details or any other code allocated to you by us or chosen by you.
- 1.4 You must not tell anyone your Card Number, except when carrying out a Transaction or to register or activate your Card in a Digital Wallet or to report that the Card is lost, stolen or likely to be misused. If you want to, you can register your Card and its number (but not your PIN, Security Details or any other code allocated to you by us or chosen by you) with a recognised card-protection company.
- 1.5 We will provide you with your PIN. When you receive your PIN you should memorise it and keep it secret. You can also change your PIN at any UK Cash Machine displaying the LINK sign. You must never tell anyone your PIN. You should never write down or record your PIN on your Card (or anything you normally keep with or near it) in any way which might be recognised as a PIN.

## 2 IF YOUR CARD OR SECURITY DETAILS ARE LOST OR MISUSED

- 2.1 If you think someone else knows your PIN, Security Details or any other code allocated to you by us or chosen by you, or if your Card or if a Device is lost, stolen or likely to be misused, you must tell us immediately. Call us on the number (24 hours a day) as outlined in our Contacting us section.
- 2.2 If you have registered your Card with a card-protection company, we will accept notice from them if your Card, PIN, Security Details or Secure System passcode has been lost, stolen or is likely to be misused.
- 2.3 If someone else uses your Card or Device before you tell us it has been lost or stolen or that someone else knows your PIN, Security Details or Secure System passcode, the most you will have to pay is £50, unless you have acted fraudulently or without reasonable care.
- 2.4 If any Card we have issued to you is lost, stolen or misused, we expect you to co-operate with us and the police in any investigation.
- 2.5 Unless we can show that you have acted fraudulently or without reasonable care, we will refund you the amount of any Transaction, interest and charges:
  - a) if you have not received your Card and someone else misuses it; or
  - b) for all Transactions not authorised by you after you have told us that your Card or Device has been lost or stolen or that someone else knows your PIN, Security Details, Secure System passcode or other security information; or
  - c) if someone else uses your Card details without your permission and your Card or Device has not been lost or stolen.
- 2.6 Once you have reported your Card as being lost, stolen or likely to be misused, it cannot be used again. If you later find your Card, you must destroy it by cutting through the Chip.
- 2.7 If you act fraudulently, you will be Liable for all losses. If you act without reasonable care and you cause losses as a result, you may be Liable for them. This may apply if you fail to keep to any of the conditions set out in section 1, 'Looking after your Card and PIN'.

## 3 USING YOUR CARD

- 3.1 You must only use your Card in line with these terms and conditions, your Account terms and conditions where applicable, the Digital Wallet Agreement and any other terms and conditions relevant to the use of your Card.
- 3.2 The Card must be used for business purposes only.
- 3.3 You can use your Card in the following ways:
  - a) in conjunction with your PIN for point of sale transactions, or Transactions using a Cash Machine;
  - b) for Transactions by mail, telephone, mobile phone or other portable device, internet or by use of a Secure System (including

the use of your Digital Card through a Digital Wallet).

- c) through a Card or a Device enabled to make a Contactless Transaction to make purchases for small amounts without using the Chip and PIN or other Security Details. When making a payment using your Card or Device by way of a Contactless Transaction you must place your Card or Device against the reader in the Outlet. The Card or Device, as applicable will be detected and the payment is completed without you entering your PIN or other Security Details. Occasionally, for your security or for Transactions over certain amounts, you may also be asked to insert your Card into the card terminal and enter your PIN or on your Device you may be asked to enter your Security Details on your Device, to authenticate your Transaction and enable your Transaction to proceed. Details of these limits are available by contacting us. Some limits may not be disclosed for security purposes.
- 3.4 You can use your Card only within the Validity Period shown on it.
- 3.5 We may place limits and restrictions on Transactions and these may be changed or varied at our discretion. Some limits may not be disclosed for security purposes.
- 3.6 A Card does not give you an overdraft or any other form of credit, so you must apply for these in the normal way. If you already have an agreed overdraft, you can use your Card to make withdrawals, but you must not go over any Agreed Overdraft Limit. If, by using your Card, you go overdrawn and you do not have an Agreed Overdraft Limit or you go over the Agreed Overdraft Limit and we have not given you permission to do so, the Account Holder must immediately pay back the amount by which you have gone over the limit. We will charge interest on the amount you have gone overdrawn, or the amount you have gone over the Agreed Overdraft Limit, at our unauthorised overdraft interest rate. The Account Holder will also have to pay any other bank charges that apply. You can find details of our unauthorised overdraft interest rate and charges in our Charges Explained Brochure.
- 3.7 When necessary, we may give you a new or replacement Card or PIN. There may be a charge for new or replacement Cards, please refer to our Charges Explained Brochure. However, we will not issue any more Cards on the Account if you tell us not to do so.
- 3.8 We may, following the request of the Account Holder, agree to issue additional Cards on the Account. Any such agreement on our part is at our absolute discretion, and we are entitled to decline such requests without any obligation to explain the reasoning for our decision, or any liability to you. Each additional Card requires a separate PIN and may be used by a person nominated by you. Additional Cards will be issued subject to these terms and conditions. It is the responsibility of the Account Holder to provide the Authorised User with a copy of these terms and conditions. The Account Holder must ensure that the Authorised User complies with these terms and conditions and any subsequent amendments to or replacement of these terms and conditions.
- 3.9 It is the responsibility of the Account Holder to provide the Authorised User with a copy of these terms and conditions. The Account Holder must ensure that the Authorised User complies with these terms and conditions and any subsequent amendments to or replacement of these terms and conditions.
- 3.10 It is the responsibility of the Account Holder to contact us to cancel any Card issued to an Authorised User who is no longer authorised by the Account Holder to use the Card. For security reasons, immediately destroy all physical Cards by cutting through the Chip and delete or un-register all related Digital Cards.
- 3.11 If the Authorised User ceases to be an authorised signatory on the Account or if the signing instructions on the Account cease to be 'any to sign' we will cancel the Card on the Account.

## 4 CARD TRANSACTIONS

- 4.1 You cannot stop or reverse a Transaction you have made using your Card or Card Number once the Transaction has been completed (whether or not you have entered a PIN, Secure System Passcode,

Security Details, signed a voucher or by way of Contactless Transaction) as we guarantee the payment.

- 4.2 If you have recurring transactions (also known as 'Continuous Payment Authorities') set up on your Card (such as an internet or magazine subscription) and you wish to cancel them, you can do so by contacting us up to the last business day before the payment is due to leave the Account. You should also contact the company or service provider to advise them that you are cancelling the recurring transaction.
- 4.3 Transactions may take a number of days to appear on the Account statement. If there are any mistakes on the statement or you have any questions about the information on it, you should contact us as soon as possible. We recommend that the Account Holder reviews the Account statement regularly.
- 4.4 We may, without notice, refuse Authorisation for a Transaction if we have good reason to believe that:
- the security of the Account or Card is compromised; or
  - the Account, Card or Device could be used to commit fraud, or by someone who does not have authority to use it; or
  - the Transaction seems unusual compared with the way you normally use your Card, Account or Device; or
  - in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
  - the Transaction would damage our reputation
- then we may prevent or stop any Transaction on your Account.

Where applicable, we will try to contact you before we take a decision to decline a Transaction, but it may not always be possible for us to do so. Please refer to 'Contacting you' in the General Information section of these terms and conditions for the ways in which we can communicate with you. If we contact you by text message you may be asked to confirm a Transaction by responding to the text message.

- 4.5 The Account Holder is Liable (except as mentioned in section 2, 'If your Card or Security Details are lost or misused') for paying:
- all Transactions and;
  - all interest and charges as mentioned in these terms and conditions and the Charges Explained Brochure and;
  - all losses and reasonable costs which we have to pay as a result of you breaching these terms and conditions including if this is arising from a Card issued to a Authorised User.
- 4.6 When you use your Card to withdraw cash or to carry out any Transaction in a currency other than sterling, you will have to pay extra charges for non-sterling Transactions. You can get details about how we apply these charges from the relevant sections in our Charges Explained Brochure. In addition to the fees and charges referred to in our Charges Explained Brochure you may also be charged a Transaction fee by the local bank which processes the Transaction.
- 4.7 The available balance on the Account may reflect:
- any Authorisation we have given for a Transaction which has already been carried out but has not yet appeared on the account statement; or
  - any Authorisation we have given for a Transaction which has not yet been carried out but for which we have been asked to authorise an estimated amount.
- 4.8 Once a Card Transaction has been carried out on the Account both the Account Holder and us will be bound by that Transaction, unless the details of it are proved to be incorrect. If we think you have acted fraudulently or without reasonable care, it will be our responsibility to prove it. We must also prove that you have received your Card if there is any dispute about this. If you have any questions about Card Transactions on the Account, you should contact us as soon as possible and in any case no later than 13 months after the date of the Transaction.

4.9 If we issue a Card for use by a Authorised User, the Account Holder will be Liable for all amounts arising from, or losses incurred in connection with the use of the Card. If we receive an instruction about the Card from the Account Holder or Authorised User, we may act on it.

4.10 When shopping online with participating retailers who take part in the Verified by Visa scheme, we may ask you for some extra Security Details to give you an additional level of protection against unauthorised use of your Card. All you need to do is ensure that you have a valid mobile phone number registered with us because we may send you a one time passcode to complete the online Transaction. You may not be able to proceed with your online purchase if you do not register your mobile number with us.

## 5 REFUNDS (FOR MORE DETAILS PLEASE ALSO SEE THE ACCOUNT TERMS AND CONDITIONS)

- 5.1 If you are not happy with something you have paid for using your Card and the Outlet agrees to give you a refund, we will only credit the Account with the amount due upon receipt and processing of the refund amount from the Outlet. For non-sterling Transactions the amount actually credited to your Account may, following deduction of relevant fees and charges, differ from the original amount of the Transaction carried out on your Account. We will not accept any other method of refund. Unless the law says otherwise, you cannot use a claim you have made against an Outlet as a defence or claim against us.
- 5.2 We cannot be held Liable (whether or not you make or try to make a Transaction) for:
- any other person failing, or taking longer than expected, to accept your Card, Device or Card Number; or
  - the way in which any other person communicates that they failed or took longer than expected to accept your Card, Device or Card Number, or refused to authorise a Transaction.

## 6 CANCELLING THE CARD

- 6.1 We reserve the right at any time and without giving notice, to refuse Authorisation for a Transaction. We may also make this refusal public. We can also decide not to renew or replace the Card. We can also cancel the Card on the Account. If we take such action we will give the Account Holder notice of this in writing. If we decide to do this we will, wherever possible, give the Account Holder at least two months' notice in writing unless there are exceptional circumstances. These include, but are not limited to, the following:
- the security of the Account, your Card or Device is compromised; or
  - the Account, your Card or Device could be used to commit fraud, or by someone who does not have authority to use it; or
  - in the case of a Payment Service that offers you credit (for example, an overdraft), there is a significantly increased risk that you may not be able to pay back the money you have borrowed; or
  - if an encumbrancer (being a person who owns a right or interest in property other than the owner) takes possession of, or a receiver, administrator, administrative receiver, liquidator, trustee, manager or similar officer is appointed over all or any part of your business or assets; or
  - if you are unable to pay your debts, within the meaning of s.123 of the Insolvency Act 1986, or if you are the subject of an administration order or if you make or offer to make any voluntary arrangement or composition with your creditors or if you suffer a material change in your financial position which adversely affects your ability to perform your obligations in connection with the Account; or
  - if you pass a resolution for, or are the subject of, a court order for your liquidation, whether compulsory or voluntary, except for the purposes of achieving solvency; or
  - if you cease, or threaten to cease to carry on business; or
  - if any representations, warranties or statements made by you to us in connection with the Account are breached or are untrue in any material respect; or

- i) if you commit any serious or repeated breach of these terms and conditions; or
- j) if you are in breach of any other agreement with us; or
- k) to enable us to comply with the law or regulation(s); or
- l) If you can no longer manage your financial affairs or you die.

## 7 ENDING THIS AGREEMENT

- 7.1 There is no minimum period for how long this agreement needs to be in force. It will continue to be in force until either you or we end it in line with these terms and conditions.
- 7.2 Unless we have agreed otherwise, you can end this agreement by giving us reasonable notice. We may end this agreement by giving the Account Holder at least two months' notice in writing. If you or we end the agreement, you must, for security reasons, immediately destroy all physical Cards you (or any other Authorised Users) hold by cutting through the Chip and delete or un-register all related Digital Cards.
- 7.3 Whether you or we end this agreement, its terms will continue to apply until you have paid all the money you owe.

## 8 GENERAL

- 8.1 We will not be Liable if, despite all our efforts, we are prevented (directly or indirectly) from meeting any of our responsibilities under these terms and conditions because of:
- a) a fault which has happened in any system or machine used to carry out a Transaction; or
  - b) an industrial dispute (for example, a strike); or
  - c) anything outside our or our agents' or subcontractors' control; or
  - d) for the Card being retained, damaged or not honoured by a third party.
- 8.2 We reserve the right for any reason (on giving reasonable notice where possible) to stop offering or supporting any Digital Card or to stop offering or participating in any Digital Wallet services or facilities.
- 8.3 We shall not be Liable for any loss you suffer due to our failure to perform our obligations under this agreement where that failure arises because of anything outside our reasonable control. Any liability we do have in these circumstances will be limited to your direct loss caused by any such failure and shall, in any case, be no more than the amount of the relevant Transaction (where you have lost that amount), plus interest and any relevant fees.
- 8.4 Third parties providing applications or services in connection with your Digital Card or Digital Wallet may have their own agreements which you are subject to ("Third Party Agreements"). It is your responsibility to read and understand these Third Party Agreements before creating, activating or using a Digital Card or a Digital Wallet. We will have no responsibility or liability in respect of any Digital Wallet facilities provided by third parties nor any other applications or services which are provided by third parties in connection with your Digital Card or Digital Wallet, including any fees or charges which may be charged to you by third parties.
- 8.5 If we send a written demand or notice in connection with the Account or Card by post to the last address you gave us, we will class this to have been properly served and received on the day that you should have received the envelope containing the demand or notice.
- 8.6 If we choose not to enforce any term, or we cannot enforce any term which applies to the Account, this will not affect our right to:
- a) enforce that term later; or
  - b) enforce any of the other terms which applies to the Account or the Card.
- 8.7 The laws of England and Wales apply to this agreement and the courts of England and Wales will have exclusive jurisdiction over any dispute that may come about as a result of this agreement.
- 8.8 We have the right at all times to change and add to these terms and conditions as a result of:
- a) a change in the law, regulations or good practice;
  - b) customer feedback;
  - c) product development.

If we want to make a change to your terms and conditions we will let

the Account Holder know at least two months' beforehand in writing (unless, by law or in line with regulations, we are able to give you shorter notice). Unless we hear otherwise from you during the notice period, we will assume that you are happy to accept the amended terms and conditions. If you are not happy, you have the right to end your agreement with us. At any time up to two months' from the date of the notice, you can, without notice, cancel your Card without having to pay any extra charges or interest for doing this. When you receive this notice, you can end the agreement in line with section 7, as long as you have paid all the amounts you owe. However, if you continue to hold your Card after this time, we will consider you to have accepted the relevant changes. It is the responsibility of the Account Holder to provide the Authorised User with a copy of these amended terms and conditions.

## 9. 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 Summary Resolution Communication or 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)