

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

## INTRODUCTION

These Terms & Conditions should be read in conjunction with the Terms & Conditions applying to your Current Account. By using your Card you are deemed to have accepted these Terms and Conditions. In the event of a conflict, the Terms & Conditions applying to your Current Account will take precedence.

These Conditions apply to the agreement (referred to as 'this agreement') between you and AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), its successors and assigns (referred to throughout these Terms & Conditions as 'we', 'us' and 'our') for using any Allied Irish Bank (GB) Visa Debit Card.

AIB Group is made up of Allied Irish Banks p.l.c., its subsidiaries and associated companies, including AIB Group (UK) p.l.c. As the Account Holder, you agree to be bound by these Terms & Conditions. We will give you a copy of these Terms & Conditions when you open an account. You can also get a copy from your branch.

## DEFINITIONS

Within these Terms & Conditions, some words have special meanings.

**'Account'** means the personal Current Account you hold with us, which you can use with your Allied Irish Bank (GB) Visa Debit Card.

**'Agreed overdraft limit'** means an overdraft amount we have agreed with you.

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

**'Card'** means any Allied Irish Bank (GB) Visa 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 at [www.aibgb.co.uk](http://www.aibgb.co.uk). You can also call our Helpline on Freephone 0800 389 6218 (some mobile phone providers may charge for calls to this number).

**'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 effect 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 your Account.

**'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.

**'Jointly and severally bound'** means that if you have a joint Account, the Terms & Conditions will apply to all of you together as well as to each of you separately.

**'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 code'** means the last three digits of the number which appears on or next to the signature panel on the back of your Card.

**'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.

**'Unauthorised payment'** means a payment which has been made without your permission and which may be considered as fraudulent.

**'Validity period'** means the time during which you can use your Card number means the number on the front of your Allied Irish Bank (GB) Visa Debit Card.

**'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 you hold your 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 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.
- 1.2 You should sign your Card, your Card Conditions where applicable, the Digital Wallet Agreement and any other Terms and Conditions relevant to the use of your Card as soon as you receive it. You should take all reasonable steps to keep your Card safe and your PIN and other Security Details or any other code allocated to you by us and/or subsequently chosen by you secret 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. Loss or misuse of a Card, Device or Security Details

- 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 a Device is lost, stolen or likely to be misused, you must tell us immediately. Call us (24 hours a day) on the numbers noted in the '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 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, 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 & 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 You can use the Transaction facilities we provide to use your Card and PIN to make payments to and from your Account.
- 3.3 You can use your Card only within the Validity period shown on it.
- 3.4 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 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 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.

3.5 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 your agreed overdraft limit. If, by using your Card, you go overdrawn and you do not have an agreed overdraft or you go over the agreed overdraft limit and we have not given you permission to do so, you must immediately pay back the amount by which you have gone over the limit. We will charge you 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. You 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 which you can get from any of our branches.

3.6 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 your Account if you tell us to do so.

#### **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, Security System passcode, Security Details, or 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 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 your 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 your statement. If there are any mistakes on your statement or you have any questions about the information on it, you should contact us as soon as possible. We recommend that you review your statement regularly.

4.4 You are Liable (except as mentioned in section 2, 'Loss or misuse of a Card, Device or Security Details') for paying:

- a) all Transactions; and
- b) all interest and charges as mentioned in these Terms & Conditions and the Charges Explained brochure and;
- c) all losses and reasonable costs which we have to pay as a result of you breaking this agreement.

4.5 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 this User Guide or our Charges Explained brochure which you can get in any of our branches and on our Website. You can also call our Helpline.

4.6 The available balance on your Account may reflect:

- a) any Authorisation we have given for a transaction which has already been carried out but has not yet appeared on your statement; or
- b) 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.

4.7 Once a Transaction has been entered on your Account both you and we 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 Transactions on your Account, you should contact us as soon as possible and in any case no later than 13 months after the date of the Transaction.

4.8 If the Account is in joint names and we issue Cards for that Account, you and all the other Account Holders will be jointly and severally bound by these Conditions. Whether you receive a Card yourself or not, you must keep to all these Conditions and make sure that you pay in full any money you owe to us. If one of you gives us an instruction about the Card, we may act on it even if the other Account Holders do not agree.

4.9 We may, without notice, refuse Authorisation for a Transaction if we have good reason to believe that:

- a) the security of the Account or Card is compromised; or
- b) the Account, Card or Device could be used to commit fraud, or by someone who does not have authority to use it; or
- c) the Transaction seems unusual compared with the way you normally use your Card, Account or Device; or
- d) 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
- e) 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.

4.10 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. You should take all reasonable steps to keep your Security Details secure at all times and you should not share it with anyone.

#### **5 Refunds (for more details please also see your Current Account Terms & 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, they must issue a refund which will then be processed by us and the amount credited to your Account.

5.2 We cannot be held Liable (whether or not you make or try to make a Transaction) for:

- a) any other person failing, or taking longer than expected, to accept your Card, Device or Card number; or

b) 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

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 your Account. If we decide to do this we will, wherever possible, give you at least two months notice in writing unless there are exceptional circumstances as follows:

1. Suspected unauthorised or fraudulent use of your Account, Card or Device.
2. To protect the security of the Account, your Card or Device.
3. In the case of a Payment Service with a credit line, such as an overdraft, a significantly increased risk that you may be unable to fulfil your liability to pay.
4. If you are made bankrupt or you enter into a voluntary arrangement with your creditors.
5. If you can no longer manage your financial affairs or you die.
6. If you break any representations, warranties or statements you have made to us in connection with the Account, or the information you have given us is not true in any material respect.
7. If you repeatedly break these Terms & Conditions or breach them in a serious way.
8. If you break any other agreement with us.
9. To allow us to keep to any law, regulation or good practice.
10. 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 your 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 you at least two months' notice in writing. If you or we end the agreement, you must, for security reasons, immediately destroy all Cards you (or any other Account Holders) hold by cutting the physical Card 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 Extra Conditions

- 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 & Conditions because of:
  - a) a fault which has happened in any system used to carry out a Transaction;
  - 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 will be Liable for the amount of any Transaction, plus any interest and charges, if there have been any faults with Cash Machines or other systems you have used and these were not obvious or displayed as a warning message or on a notice at the time you used the machine or other system.
- 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 your 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 terms, or we cannot enforce right to:
  - a) enforce that term later; or
  - b) enforce any of the other Terms which apply 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 & 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 & Conditions, we will let you 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 & 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, switch your Account or close it 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 Account after this time, we will consider you to have accepted the relevant changes.