



# Allied Irish Bank (GB) Personal Credit Card

Terms and Conditions of use effective from 13th January 2018

These Conditions apply to the Agreement (referred to as 'this Agreement') between the customer and AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), for using any Allied Irish Bank (GB) Visa Classic Credit Card, Visa Gold Card, Private Banking Visa Gold and Private Banking World Elite™ Mastercard. Within this Agreement some words have special meanings:

**'Account'** means the credit Card Account you operate by using your Card.

**'AIB Group'** comprises Allied Irish Banks, p.l.c., its subsidiaries and associated companies from time to time. This includes AIB Group (UK) p.l.c.

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

**'Authorised User'** means another named person whom you have given permission to use your Account.

**'Banking day'** means any day of the week excluding Saturday, Sunday and bank and public holidays in Great Britain and Northern Ireland.

**'Card'** means any Allied Irish Bank (GB) Visa Credit Card, Visa Gold Card, Private Banking Visa Gold and Private Banking World Elite™ Mastercard 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.

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

**'Cash Advance'** means getting cash, currency or a similar facility using your Card.

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

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

**'Credit Limit'** means the maximum debit balance permitted on your Account, as advised by us.

**'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.

**'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.

**'Digital Card'** means 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.

**'Direct Debit'** means setting up a Direct Debit from your bank account giving a company or organisation permission to take the amounts out of your bank account on the dates they are due, and to amend those amounts when necessary.

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

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

**'Our Branch'** means any Allied Irish Bank (GB) branch.

**'Outlet'** refers to any business or individual accepting a Card as a means of payment.

**'Payee'** means the owner of an account to which a payment is to be credited.

**'Payer'** means the owner of an account from which a payment is to be debited

**'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 an organisation that offers any payment services to customers including, but not limited to, 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.

**'Principal Cardholder'** refers to the customer in whose name the Account is maintained and who is Liable under this Agreement.

**'Safeguard System'** means a system to aid the secure use of your Card over the internet such as Verified by Visa or Mastercard SecureCode, as that system or its name may change or be replaced from time to time.

**'Security Code'** means the block of three digits which appears on or beside the signature panel on the reverse of your Card.

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

**'Transaction'** means a Cash Advance, 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 your Card can be used, starting on the first day of the 'VALID FROM' month shown on your Card and ending on the last day of the 'EXPIRES END/VALID END' month.

**'we', 'us' and 'our'** refer to AIB Group (UK) p.l.c., trading as Allied Irish Bank (GB), its successors or assigns.

**'you' and 'your'** refer to the Principal Cardholder.

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

## About Us:

The AIB logo, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct are trade marks used under licence by AIB Group (UK) 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 and entered on the FCA Register (registration number 122088).

## Contacting Us

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

At the date of issue of these Terms and Conditions of use our contact details are as set out below. These may change from time to time and up to date details can be found on your statements and on our Website.

Our address is:  
Allied Irish Bank (GB) Card Services,  
PO Box 333  
Belfast BT1 3FT

For lost, stolen or misused cards telephone us, 24 hours a day, at:

**freephone 0800 0391 142 or  
00 44 28 9033 0099**

For all other queries telephone us, 24 hours a day, at:

**00 44 28 9023 6644**

## 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.

If we contact you by phone we may need to identify you. We'll do this by asking for certain information known only to you. However, we will:

- NEVER ask you to make payments from your Account to any account; and
- NEVER ask you to provide your Security Details.

If you suspect that a call may be fraudulent, or are unsure about the source of a call please hang up and call us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement, as fraudsters can keep the original line open and use it to gather your details.

We may on occasion send you product related or marketing surveys via email, if you have told us you are happy to receive such information from us via email. It is important to note that these mails will not ask you for Security Details or personal information.

Always contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. Do not call the number provided on the text, letter or email without first confirming that it belongs to us.

Please visit the Security Centre on our Website to find details of specific current security threats to our customers and alerts that you should be aware of.

### Complaints

If at any time you are dissatisfied with our service please let a member of staff in Our 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 Our 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)

Alternatively, if you disagree with the final response we have given you in relation to a complaint about an account opened with us online or a service taken from us online, you may use the online dispute resolution platform, which is available on [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr) to refer the matter to the Financial Ombudsman Service.

You will be able to contact the Financial Conduct Authority if you think that we have not complied with the Payment Services Regulations 2017. If the non-compliance relates to Cash Machine charging information or access to a payment account you will be able to contact the Payment Systems Regulator.

### About our Credit Cards

Subject to the Agreement, our Credit Card service allows you to pay for goods and services purchased from Outlets, or to withdraw cash from Cash Machines or by any other means where the appropriate Credit Card logo is displayed.

#### 1 Looking after your Card and PIN

- 1.1 You must only use your Card in accordance with the terms of this Agreement.
- 1.2 Your PIN will be sent in a sealed document, which you should open immediately and destroy as soon as you have memorised the number. You may change it at any Cash Machine belonging to the major banks in the UK. Do not choose a PIN that is easy for someone else to guess (such as your date of birth or 1234). You must never tell anyone your PIN or Security Details. You should never write it down or record your PIN on your Card (or anything you would normally keep with or near it) in any way it might be recognised as a PIN, or give someone else access to a Device you keep your details on.
- 1.3 You should sign your Card as soon as you receive it. You should take reasonable steps to keep your Card safe and your PIN and other Security Details secret at all times. You should tell us immediately if you change your name, phone number or address. The Card remains our property at all times.
- 1.4 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.
- 1.5 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.

#### 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 Device is lost, stolen or likely to be misused, you must tell us immediately. Call us, on the number noted in the 'Contacting Us' section.
- 2.2 We will accept notice from a card protection company if you have your Card registered with them or from Visa or Mastercard (as applicable), if your Card, PIN, Security Details or Safeguard System passcode has been lost, stolen or is likely to be misused.
- 2.3 You will not be Liable for losses resulting from use of the Card (other than where the Card was used by an Authorised User) after you have reported the Card lost, stolen or misused to us in accordance with clause 2.1 above.  
Subject to clauses 2.4 and 2.5, we will bear the full losses in the following circumstances:
  - a) in the event of misuse when we have sent the Card to you or an Authorised User and you or the Authorised User do not receive it;
  - b) in the event of unauthorised Transactions after we have had effective notification that a Card or Device has been lost, stolen or that someone else knows or may know the PIN, Security Details, Safeguard System passcode or other security information; or
  - c) if someone else uses your Card details without your permission and the Card has not been lost or stolen.
- 2.4 You will be responsible for all losses incurred where the Card has been used by a person who acquired possession of or uses it with your or any other Authorised User's knowledge or permission. You will not be responsible for any losses incurred:
  - before you received the Card;
  - after notice under Conditions 2.1 to 2.2; or
  - where the Card was used to make purchases by internet or telephone or mail order, with some limited exceptions, unless by someone acting or to be treated as acting with your permission.
- 2.5 To the extent permitted by law and except as otherwise set out in these Terms and Conditions of use we shall only be Liable to you for delay, mistake or omission on that part or that of our agent(s) in carrying out your payment instructions for an amount up to and including face value of your instruction together with any related interest and charges. We shall not be Liable to you for any other claims, demands, losses, cost, liability or expenses (including legal costs). For the avoidance of doubt we shall not be Liable to you for any indirect, consequential, special or economic loss or damage as a result of any delay, mistake or omission on our part or that of our agent(s) in carrying out your payment instruction. This clause does not affect your rights under the Payment Services Regulations 2017, or any other law, relating to unauthorised Transactions or incorrectly executed Transactions (for example, instructions not followed correctly or Transactions not carried out properly).
- 2.6 If there is an unauthorised Transaction on an Account, you and any other Authorised Users must co-operate with us, and if applicable the police, in any investigations.  
You and any other Authorised Users must give us all the information you or they have regarding the circumstances of the lost, stolen or misused Card or Account or the disclosure of the PIN or other Security Details. If we suspect that a Card has been lost, stolen or might be misused, or that the PIN or Security Details have been disclosed, we can give the police any information they think is relevant.  
If we can show that you or any Authorised User has acted fraudulently in relation to a Transaction that you tell us is unauthorised, we will not refund you the amount of that Transaction, nor any related interest and charges.
- 2.7 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.

#### 3 Use of a Card

- 3.1 Any Credit Limit on your Card will be set by us. We may vary this limit at any time. You may tell us, at any time, that you want to reduce your limit. If you ask us to increase your limit, this shall be at our discretion. You can contact us on the number noted in the 'Contacting Us' section.

- 3.2 You may use your Card only within the Validity Period shown on it, and only when its use would not result in you exceeding the Credit Limit on your Account. You may not use it if it has been cancelled or suspended by us.
- 3.3 In assessing whether the Credit Limit has been exceeded, in addition to the balance of the Account we may also take account of Transactions which we have authorised but which have not yet been charged, including estimated amounts.
- 3.4 When necessary we may give you a replacement Card and/or PIN, but we will not issue any more Cards on your Account if you ask us not to do so. You may contact us on the number noted in the 'Contacting Us' section.

#### 4 Transactions and Charges

- 4.1 You can use your Card in the following ways:
- in conjunction with your PIN for point of sale Transactions, or Transactions using a Cash Machine;
  - for Transactions by mail, telephone, mobile phone or other portable Device, internet or by use of a Safeguard System (including the use of your Digital Card through a Digital Wallet);
  - 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, 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.
  - Use of your Card is subject to Transaction and daily limits as set by us. You can contact us to agree spending limits for using your Card online, subject to our Transaction and daily limits. Our contact details are set out in the 'Contacting Us' section.
- 4.2 Charges will be levied in accordance with the details as published from time to time and will be advised to you at the outset of this Agreement. If the charges are to be varied at any time we will advise you in writing or any other way we have agreed to contact you, giving you at least two months' notice, before the new charges take effect (unless, by law or regulation, we are able to give you shorter notice). On receipt of such notification you may terminate this Agreement in accordance with conditions 11.3 and 11.5. of these Terms and Conditions of use.
- 4.3 The amount of each Transaction will be debited to your Account even if you are in breach of this Agreement or it has ended.
- 4.4 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, Safeguard System passcode, Security Details, signed a voucher or by way of Contactless Transaction) as we guarantee the payment.
- 4.5 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 Banking 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.
- 4.6 If we have reason to believe that:
- the security of your Card, Account or Device is compromised;
  - your Card, Account or Device could be used to commit fraud, or by someone who does not have authority to use it;
  - the Transaction seems unusual compared with the way you normally use your Card, Device or Account;
  - in the case of a Payment Service that offers you credit 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.
- 4.7 Where applicable, unless to do so would be a breach of security or be against the law, 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 the 'Contacting You' section 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 with a 'Y' or 'N' reply.

The text will come from +447537414900. This is a number for texting only and it won't answer if you ring it. We will not ask you for any personal information, account numbers or PIN numbers. If you are not happy to answer the text, contact us on a trusted number found on our Website or correspondence that is known to be authentic, such as a statement. If you do not have a mobile phone or your phone does not receive text messages, we will try to call you. If we are unable to make contact with you by phone we will send you a letter asking that you contact us.

- 4.8 You are Liable (except as mentioned in condition 2) for payment of:
- all Transactions, and
  - all interest and charges as advised to you and as amended from time to time; and
  - all losses and reasonable costs that we incur because of any breach of this Agreement.
- 4.9 Where the Card is used for a Cash Advance facility a Transaction charge is applied to each Cash Advance and is debited to your Account on the same date as the Cash Advance.
- 4.10 The amount of any non-sterling Transaction will be converted to sterling at the rate of exchange applicable on the date the Transaction is debited to the Account in accordance with the procedures of Visa or Mastercard and accordingly the date of conversion may not be the date of the Transaction. We have no control over when the Transaction will actually be processed by Visa or Mastercard. For Transactions within the EEA, we can provide you with an indicative rate of exchange on the day of the Transaction if you contact us, but as outlined above, this may not be the actual rate that will be applied as exchange rates may fluctuate between the date of a Transaction and the date on which the Transaction amount is debited to the Account. In addition to the fees and charges advised to you, you may also be charged a Transaction fee by the local bank which processes the Transaction. Our contact details are set out in the 'Contacting Us' section.  
We have no control over third parties that might apply a charge to you for processing the Transaction or who convert the local currency into sterling and charge for doing this. We also have no control over the rates they may apply.
- 4.11 Payment for goods and services ordered by mail, telephone, Internet or other electronic means may require, in some instances, a Security Code.
- 4.12 When you make a Transaction using your Card, the balance on your Account will usually be increased immediately by the amount of the Transaction. Sometimes, an Outlet (for example a self-service petrol station or a hotel) may obtain a specific pre-authorisation for an amount agreed with you. This may reduce your available credit, although that pre-authorised amount may only be charged by the hotel or petrol station to your Account where you have obtained goods or services to the value of the pre-authorised amount. Once the Outlet instructs us to, we will remove the pre-authorised amount as soon as possible.  
We recommend that you review your Account details online on a regular basis. Please contact us if you have any queries.

#### 5 Refunds and Non-Acceptance

- 5.1 If a Transaction is unsatisfactory and the Outlet agrees to give you a refund the Outlet must issue a refund to your Card. Once the refund is received by us the amount will be credited to your Account. 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 the 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; or
  - the publication of a refusal of Authorisation of any Transaction.
- 5.3 Refunds are not treated as payments made to your Account and therefore will not be reflected in the current amount due for settlement. The amount due, which is advised to you, should be settled in the normal way and will be recognised and taken into account on your next statement.

5.4 You should carefully examine all Statements and any other Account information received by you or accessed by you online and immediately report any disputed Transactions, errors or omissions to us. We recommend that you review your Account details on a regular basis. In the event you have a query concerning a Transaction on your Account please contact us immediately. Our contact details are set out in the 'Contacting Us' section.

- 5.5 a) You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed Transaction on your Account. Where you are not Liable under condition 2.4 and you notify us without undue delay we will refund you the amount of any payment debited to your Account which was not authorised by you and restore your Account to the state it would have been in had the Transaction not taken place.
- b) Where you have given your Card details to an Outlet and at the time you do not know the exact amount that will be debited from your Account (for example to book a hotel room or hire a car) you may be entitled to a refund if:
- the authorisation you gave did not specify the exact amount of the payment; and
  - the payment made from your Account was more than reasonably expected, taking into account your previous spending pattern, the Terms and Conditions of use of your Account or Card and the circumstances surrounding the payment.

To apply for a refund in these circumstances, you must tell us without undue delay if both of the above happen and, in any case, no later than eight weeks after the amount is taken from your Account.

- 5.6 If condition 5.5 (b) applies, we will refund you within 10 Banking days of your request or of receiving any information we ask you to provide to us. If we refuse your request for a refund we will inform you of this within the same timeframe along with our reasons. You are not entitled to a refund if:
- you gave the Payment Service Provider direct permission to carry out the Transaction; and
  - the Payment Service Provider gave you information on the Transaction, or made that information available to you, as agreed, at least four weeks before the date the payment was due.

If we refuse your refund request, and you do not agree with this decision you may refer to the Financial Ombudsman Service. Please see the 'Complaints' section of these terms and conditions for details.

- 5.7 Where you notify us of an incorrectly executed payment or non-execution of a payment we will make immediate efforts to trace the payment.
- 5.8 Where the Payee's bank is located outside the EEA and you wish to query or dispute a Transaction, it must be brought to our attention as soon as reasonably practical and within 60 days of its appearing on your Account statement, which may be up to 30 days from the date it was undertaken.
- 5.9 The Direct Debit Guarantee Scheme will protect payments you make by Direct Debit.

## 6 Statements and Payments

- 6.1 Normally you will receive a monthly statement for your Card, unless your Account has a nil balance and has not been used. If there is no balance outstanding on your Account you will receive a statement at least annually.

### Condition 6.2 applies to Visa Classic Credit Card and Private Banking World Elite™ Mastercard only

- 6.2 You must pay us at least
- £5 (or the full balance if less than £5); or
  - 3% of the balance outstanding or for customers on Direct debit, (the fixed percentage of the monthly statement balance as chosen by you); or
  - 1% of the balance outstanding and default charges and interest on the current statement;

whichever is the greater, to reach us by the payment due date as shown on your monthly Account statement. Failure to make the minimum payment by the payment due date may result in the Authorisation of the Transaction being declined and a fee being applied to your Account.

### Condition 6.3 applies to Visa Gold Card and Private Banking Visa Gold only

- 6.3 The balance outstanding on your Account at statement date will be collected in full by us, by Direct Debit, by the date shown on your monthly statement. We cannot make allowances for payments made at any Allied Irish Bank (GB) branch or any other bank until they reach Allied Irish Bank (GB), Card Services and are credited to your Account. The time it takes for a payment to reach your Account will vary depending on the payment method you have chosen.

- 6.4 You shall ensure that funds are available to meet any Direct Debit payment authorised in respect of your obligations under this Agreement. You will authorise your bank to pay upon presentation all Direct Debits initiated by us in respect of any sums due to us under this Agreement.

### Conditions 6.5 to 6.10 apply to Visa Classic Credit Card and Private Banking World Elite™ Mastercard only

- 6.5 On receiving your monthly Account statement you must immediately pay us any amount in excess of your Credit Limit, plus any other amount owed as a result of breaching this Agreement.
- 6.6 We cannot make allowance for payments at any Allied Irish Bank (GB) branch or any other bank until they reach Allied Irish Bank (GB), Card Services and are credited to your Account. The time it takes for a payment to reach your Account will vary depending on the payment method you have chosen
- 6.7 If the Account balance exceeds the agreed Credit Limit, any amount collected by Direct Debit will be the agreed percentage of the monthly statement balance plus the amount over the limit. Should a payment be received more than three days prior to the payment due date, the amount collected by Direct Debit will be reduced by this amount. Payments received within three days of the payment due date will not have any bearing on the amount collected by Direct Debit.
- 6.8 If you do not pay your balance in full we will allocate your payments to balances with the highest interest rate before balances with lower interest rates. Most commonly occurring payment types, which must be in sterling, are deducted from the Account balance in the following order:
- all interest, administration and handling charges shown on any statement issued prior to receiving the repayment;
  - all Cash Advances shown on any statement issued prior to receiving the repayment;
  - all purchases shown on previous statements;
  - all purchases shown on present statement;
  - any Cash Advances not yet shown on a statement;
  - all other fees not yet shown on a statement;
  - any purchase not yet shown on a statement.
- 6.9 Payment value will be applied in sterling to reduce the balance on your Account for the Banking Day the funds are received. If funds are received after 6pm or on a non-Banking Day, value will be given for the next Banking Day. You should be aware that payment processing times may differ depending on the payment method chosen and that payment processing times may be extended by a further Banking Day for paper initiated payments
- 6.10 Should any payment to your Account by cheque or Direct Debit be subsequently returned unpaid for any reason, the payment will be deemed not to have been received and we may charge to your Account the interest that would have been due had the payment not been made in the first instance. This will be additional to any charge as advised to you.

## 7 Interest

### Condition 7.1 applies to Visa Gold Card and Private Banking Visa Gold only

- 7.1 If the Direct Debit initiated by us under Condition 6 of these Terms and Conditions of use is returned unpaid, interest will be charged on a daily basis, at a rate equivalent to 1.75% per month, on the balance outstanding, until the next statement date when interest for the preceding month will be debited to the Account. If we increase the interest charged on your balance we will communicate notice of the increase to you at least two months before the increase becomes effective. Interest will not be charged if you pay the full balance shown on your current statement by the payment due date shown on the statement and additionally you have paid the full balance shown on your previous statement by the payment due date shown on that statement. If you pay the full balance on your current statement but have not paid the full balance on your previous statement you will be charged interest. Interest will be calculated on the amount unpaid on your previous statement.

### Conditions 7.2 - 7.4 apply to Visa Classic Credit Card and Private Banking World Elite™ Mastercard only

- 7.2 Interest rates are advised to you at the outset of this Agreement. We may vary the interest rate from time to time, in which case we will advise you on your monthly Account statement giving you at least two months' notice of the change (unless, by law or regulation, we are able to give you shorter notice). On receipt of this notification you may terminate this Agreement in accordance with conditions 11.3 and 11.4 of these Terms and Conditions of use.

- 7.3 Where interest applies to your Account, we will charge it from the date the Transaction is charged to the Account, until you have repaid the amount in full.
- 7.4 No interest will be charged if the full outstanding amount shown on your monthly statement is credited to your Account by the payment due date and additionally you have paid the full outstanding amount shown on your previous statement by the payment due date shown on that statement. If only part payment is made, interest will be calculated on a daily basis from the posting date until payment is received and thereafter on the reduced balance up to and including the next monthly statement date, when interest for the period will be debited to your Account. If you pay the full balance on your current statement but have not paid the full balance on your previous statement you will be charged interest. Interest will be calculated on the amount unpaid on your previous Statement.
- 7.5 Interest on all purchases and Cash Advances will be charged to the Account monthly on the statement date.

## 8 Authorised User

- 8.1 Where you have given us authority to issue an additional Card and PIN for use on your Account by another person, you will be held personally Liable for their use. We will cancel any such Card at any time if you, or an Authorised User request this by contacting us, in which case the Card must be destroyed by cutting through the Chip and delete and un-register all related Digital Cards.
- 8.2 By entering into this Agreement you give us the authority to pass on information about your Account or Transactions to any Authorised User. However, no amendments to your Account details or the Credit Limit will be accepted from them.
- 8.3 By accepting the Terms and Conditions of use of this Agreement each Authorised User agrees that we may give information which we hold from time to time about him or her as an Authorised User to:
- the Principal Cardholder, other companies in the AIB Group and others outside the AIB Group for the administration of the Account, for debt collection and in the detection or prevention of possible loss or fraud;
  - any proposed assignee or transferee of our rights and obligations under this Agreement.

## 9 Insurance

- 9.1 Where you have elected to take insurance, information about you may be passed to any Insurance broker, if appropriate, and to the insurer(s). This information may be used and disclosed for such purposes as underwriting, processing, administration, claims handling, fraud prevention and compliance and regulatory reporting purposes.
- 9.2 Failure to make the minimum payment by the payment due date may automatically cancel the insurance policies detailed in Condition 9.3.

## Payment Protection Plan\*

\* not available on Visa Gold Card, Private Banking Visa Gold or Private Banking World Elite™ Mastercard Cards

- 9.3 If you choose to take advantage of the Allied Irish Bank (GB) Optional Payment Protection Plan, the monthly premium will be charged to your Account. We may from time to time change the premium rate giving you 30 days notice. Insurance premiums are inclusive of insurance premium tax at the current rate. When the Account is closed, all insurance policies will automatically be cancelled. In the event of a claim, any insurance payments we receive will be credited to your Account.

## CPP Card Protection\*

\* not available on Private Banking World Elite™ Mastercard Cards

- 9.4 If you choose to take advantage of our CPP Card Protection, the premium will be charged to your Account, and annually thereafter. If you have chosen the three year option the premium will be charged every three years. We may from time to time change the premium rate giving you at least 30 days notice.

## 10 Withdrawal of the Card

- 10.1 Provided we have a good reason for doing so, we may at any time and if necessary without notice:
- cancel or suspend any right to use the Card or Account entirely or in respect of any particular function; or
  - decide not to renew or replace the Card.
- If we take this action we will immediately advise you by contacting you as outlined in our 'Contacting You' section.

- 10.2 Any action by us as detailed in condition 10.1 above will not affect your outstanding obligations under this Agreement.
- 10.3 If a request for immediate payment in full has been advised to you in writing by us, we shall have the right to set-off and apply against such liability all or sufficient of the monies (if any) standing to the credit of any other account you may have with us.
- 10.4 We may publish the suspension or cancellation of the Card and if we ask you to return it you must do so at once, destroyed by cutting through the Chip and delete or un-register all related Digital Cards. In addition the Card may be retained by us.

## 11 Ending this Agreement

- 11.1 We can end this Agreement immediately in any of the following circumstances:
- on your bankruptcy or if you enter into a voluntary arrangement with your creditors;
  - if you can no longer manage your financial affairs or you die;
  - if any representations, warranties or statements made by you or an Authorised User to us in connection with this Agreement are breached or are untrue in any material respect;
  - if you commit any serious or repeated breach of this Agreement;
  - if you default in making any payment hereunder when due, or if you are in breach of any other agreement with us;
  - to enable us to comply with any law, regulation, code or good practice;
  - we have reasonable grounds to believe that you are no longer using the Account and it has not been active for 6 months or more;
  - you act, or are suspected of acting, fraudulently against us or any other party; or
  - for any other valid reason, provided that the ending of this Agreement is a proportionate and reasonable response to the underlying reason.

If we take such action we will immediately advise you of this in writing.

- 11.2 We may end this Agreement by giving you at least two months' notice in writing.
- 11.3 If you wish to end this Agreement you may do so at any time by contacting us. For security reasons, immediately destroy all physical Cards held by you or an Authorised User by cutting through the Chip and delete or un-register all related Digital Cards. All recurring Transactions must be cancelled as set out in accordance with condition 4.5.
- 11.4 Whether this Agreement is ended by you or us the outstanding balance on your Account, the amount of any outstanding Transactions, fees, charges or interest will become immediately due and payable in full. The terms of this Agreement will remain in force until all money owed is paid.
- 11.5 If you choose to end this Agreement as a result of you rejecting an interest rate increase or a variation of our charges, you must repay, over a reasonable period of time, the outstanding balance of your Account including the amount of any outstanding fees, charges or interest. In this event the interest rate on your Account will remain unchanged and you must adhere to the condition 11.3 above.

## 12 General

- 12.1 If we are prevented (directly or indirectly) from carrying out any of our obligations under this Agreement because of:
- A fault which has happened in any transmission link; or
  - an industrial dispute; or
  - anything outside our control or that of our agents or subcontractors; or
  - for the Card being retained, damaged or not honoured by a third party,
- we will not be Liable for this.
- 12.2 We will be Liable for the amount of any Transaction together with any interest and charges where faults have occurred in Cash Machines, or other systems used, which were not obvious or subject to a warning message or notice at time of use.
- 12.3 If we offer you additional facilities or benefits to which you have access by use of your Card, but which do not form part of this Agreement, then we may vary or withdraw these at any time without notice.
- 12.4 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.

- 12.5 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.
- 12.6 If we choose not to, or if we cannot enforce any term which forms part of this Agreement, this will not affect our right to subsequently enforce that term or to enforce any of the remaining terms.
- 12.7 We can transfer all or any of our rights and/or obligations under this Agreement at any time. Any such transfer will not reduce your rights under this Agreement unless you agree otherwise.
- 12.8 This Agreement is governed by the laws of England and Wales. In the event of a dispute the courts of England and Wales shall have exclusive jurisdiction.
- 12.9 All correspondence entered into under this Agreement will be in the English language.
- 12.10 We reserve the right at all times to amend, vary or supplement these Terms and Conditions of use as a result of a change in the law, regulation, code or good practice, customer feedback or product development or for such other valid reasons as are advised to you at the time of notification of the change. If we want to make a change to your Terms and Conditions of use, we will communicate these changes to you in writing at least two months before they become effective (unless, by law or regulation, 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 of use. If you are not happy, you have the right to end this Agreement with us. At any time up to two months from the date of the notice you may, without notice, switch your Account or close it without having to pay any extra charges or interest for doing this. On receipt of such notice you may terminate this Agreement in accordance with condition 11.3 of these Terms and Conditions of use subject to you immediately repaying all amounts outstanding as provided for in condition 11.4 of these Terms and Conditions of use. Any such notice to you shall be communicated to you by putting a message in your statement or by sending you a written notice.
- 12.11 Credit balances are not a feature of the credit card product and accordingly we reserve the right to reject or return Transactions which create credit balances.
- 12.12 We will not normally return payments made into your Account. However, in certain limited circumstances, we may have a duty to do so. Should we need to return a payment made on your account and you have a question about the returned payment, we will provide you with a reason.
- 12.13 If we receive a request to refund a payment which we are told has been credited to your Account by mistake, we will contact you before authorising the refund. We are required to co-operate with the Payer's Payment Service Provider in these circumstances, which could include providing them with relevant information about you as the Payee, where they make a written request to us for information to enable the Payer to pursue you, as Payee, for recovery of the payment.
- 13 Your Right to Withdraw**
- 13.1 You have the right to withdraw from your Agreement beginning on the later of
- the day after your Agreement is made (which is when both you and we have signed and dated the Agreement) or
  - the day after you receive a copy of your executed Agreement, or
  - the day we notify you of your actual Credit Limit, and ends 14 days later.
- You can do this by contacting us on the phone number or address set out in the 'Contacting Us' section.
- 3 Admittance to the lounges is conditional upon presentation of a valid Priority Pass only. Payment Cards will not be accepted as substitutes for the Priority Pass.
- 4 Lounge visits are subject to a per person per visit charge. Where applicable, all such visits, including those by accompanying guests, shall be debited to the cardholder's payment Card by the Card issuer, which is responsible for advising the cardholder. The Priority Pass group of companies cannot be held responsible for any disputes that may occur between the cardholder and the Card issuer nor for any loss incurred by the cardholder relating to any lounge visit debited by the Card issuer.
- 5 When presenting the Priority Pass on entering the lounge, lounge staff will take an imprint of the Card and issue a 'Record of Visit' voucher to the cardholder or make a log entry. Some lounges may have electronic Card readers which will take the cardholder's details off the magnetic strip on the reverse side of the Priority Pass. Where applicable, the cardholder must sign the 'Record of Visit' voucher, which will also show the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the lounge operator.
- 6 While it is the responsibility of the lounge staff to ensure a voucher/log is made of the Priority Pass, the cardholder is responsible for ensuring the 'Record of Visit' voucher/log correctly reflects their own usage and that of any guests at the time of using the lounge.  
Where applicable, the cardholder is responsible for retaining the cardholder's copy of the 'Record of Visit' voucher presented to them at the lounge.
- 7 All participating lounges are owned and operated by third party organisations. The cardholder and any accompanying guests must abide by the rules and policies of each participating lounge/club. Access may be restricted due to space constraints but this will be wholly at the discretion of each individual lounge operator. The Priority Pass group of companies has no control over the facilities offered, the opening/closing times or the personnel employed by the lounges. The administrators of Priority Pass will use every endeavour to ensure the benefits and facilities are available as advertised, but the Priority Pass group of companies does not warrant or Guarantee in any way that said benefits and facilities will be available at the time of the cardholder's visit. Neither is the Priority Pass group of companies Liable for any loss to the cardholder, or any accompanying guests, arising from the provision or non-provision (whether in whole or in part) of any of the advertised benefits and facilities. All accompanying children (where permitted) will be subject to the full guest fee unless otherwise stated in the lounge listing.
- 8 Participating lounges may reserve the right to enforce a maximum stay policy (usually three or four hours) to prevent overcrowding. This is at the discretion of the individual lounge operator who may impose a charge for extended stays.
- 9 Participating lounges have no contractual obligation to announce flights and the Priority Pass group of companies shall not be held Liable for any direct or indirect loss resulting out of any cardholder and/or accompanying guests failing to board their flights(s).
- 10 The provision of free alcoholic drinks (where law permits) is at the discretion of each lounge operator and in some cases may be limited. In such cases the cardholder is responsible for paying any charges for additional consumption direct to the lounge staff. (see individual lounge descriptions for details).
- 11 Telephone facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage is normally limited to local calls only.
- 12 Fax, shower, Internet and wi-fi charges (where applicable) are at the discretion of each lounge operator and the cardholder is responsible for paying these direct to the lounge staff.
- 13 Admittance to lounges is strictly subject to cardholders and any guests being in possession of a valid flight ticket for the same day of travel. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note some lounges in Europe are located within Schengen areas of the airport which means that access is only provided if members are travelling between Schengen countries. (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Holland, Iceland, Italy, Luxembourg, Norway, Portugal, Spain and Sweden).
- 14 Admittance to lounges is subject to members and any guests (including children) behaving and dressing (no shorts allowed outside of the USA) in an orderly and correct manner. Any infants or children causing upset to other users' comfort may be asked to vacate the lounge facilities. The Priority Pass group of companies is not Liable for any loss suffered by the member and any guests where a lounge operator has refused admission because the member and/or guests have not complied with these conditions.

**Priority Pass (Available only on Visa Gold Cards opened after 14/01/05)  
Conditions of use**

- The Priority Pass is not transferable and is only valid up to its date of expiry and when it has been signed by the cardholder. The Card may not be used by any person other than the cardholder. Please note that improper use of the Priority Pass could constitute fraud.
- The Priority Pass is not a payment Card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.

- 15 Lost, stolen or damaged Priority Pass Cards are to be notified immediately to the Card issuer, which shall be responsible for providing a replacement Card.
- 16 In the event of the cardholder cancelling or not renewing their payment Card with the Card issuer the Priority Pass shall be invalid effective from the cancellation date of their payment Card. Any lounge visits made by a cardholder using an invalid Card, including any guests, shall be charged to the cardholder.
- 17 Renewal Terms and Conditions are at the discretion of Priority Pass Ltd. Priority Pass Ltd has the right to refuse membership to people who are employed or contracted to an airline, airport or a Government in respect of airline or airport security.
- 18 The Priority Pass group of companies shall not be held responsible for any disputes that may occur between the cardholder and/or any guests and a lounge operator.
- 19 The cardholder agrees that she/he will defend and indemnify the Priority Pass group of companies, its directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (excluding reasonable attorney's fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the cardholder or any guests in said lounge at the behest of the cardholder, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

#### Data Protection Notice – How We Use Your Information

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

This notice explains what we will do with your information, so that you can decide whether or not to provide that information to us. It is important that you read it carefully. The personal information requested from you is required to enable us to effectively provide or administer a product or service to you. Failure to supply us with sufficient information may result in us not being able to provide or meet your product/service needs. The information that you provide may be held by us on a computer database and/or in any other way and will be treated confidentially.

#### 1 Disclosure of Information:

Information we hold about you will not be disclosed to anyone, outside of AIB Group, other than:

- 1.1 If we are required by law to give the information.
- 1.2 Where we have a public duty to disclose information.
- 1.3 Where disclosure is required for our legitimate business interests.
- 1.4 Where disclosure is made with your consent. We may use this information in the following ways:

#### 2 Products and Services

- 2.1 To administer the products and services that we supply to you and any future agreements that we may have with you, and to manage and develop our relationship with you.
- 2.2 For direct marketing purposes; to advise you of products or services, where you have given your permission to us through your marketing choices.

#### 3 Credit Scoring and Credit Reference Agencies:

- 3.1 We may use automated credit scoring methods to assess your application. Credit scoring takes into account information provided directly by you, any information we may hold about you, and any information we may obtain from other organisations.
- 3.2 We will verify the identity and address of all applicants, including through the use of Electronic Identification. We may also carry out additional verification checks throughout the lifetime of your agreement.
- 3.3 To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing applications for credit and credit related services and for ongoing review of credit. Credit

reference agencies will record details of each type of search we make, whether or not your application proceeds. We may use credit scoring techniques and other automated decision making systems to either partially or fully assess your application.

- 3.4 Whether you borrow money from us or not, we may regularly give credit reference agencies details of your account and how you use it, including in certain circumstances, details of any payments you have failed to make. These details may include your account balance, credit limit and any arrears. Credit reference agencies may make this information available to other organisations so that they can take decisions about you and your associates.
- 3.5 In relation to joint applications; a 'financial association' may be created between applicants at the credit reference agencies. This association may be considered in future applications by us and other financial institutions.
- 3.6 Please be aware that the presence of several credit searches on your record with a credit reference agency may affect your ability to obtain credit elsewhere for a short period of time.
- 3.7 To review your financial position across AIB Group, including debit and credit balances and security for credit facilities.

#### 4 Other Third Parties:

- 4.1 To provide your personal details to debt collection agencies, tracing agencies, and/or third party processors and contractors, who act on behalf of us, if it is necessary for the performance of a contract and/or to protect the legitimate interests of AIB. The third parties will not be allowed to use your information for anything else.
- 4.2 To whom we transfer, or may transfer any of our rights or obligations under any contract with you.

#### 5 Financial Crime Prevention:

To prevent and detect fraud, money laundering or other criminal activity; and to trace those responsible.

- 5.1 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- 5.2 Law enforcement agencies may access and use this information.
- 5.3 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities.
  - Managing credit and credit related accounts or facilities.
  - Recovering debt.
  - Checking details on proposals and claims for all types of insurance.
  - Checking details of job applicants and employees.
- 5.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 5.5 If other criminal activity is identified, details will be passed to the relevant authorities

#### 6 Market Research:

To carry out statistical analysis and market research, or to instruct a third party to perform this on our behalf.

#### 7 Security and Service Improvement:

We may record telephone conversations for additional security, to help resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

#### 8 Miscellaneous:

- 8.1 Under the Data Protection Act 1998 you have the right of access to personal information we hold about you on our records for a nominal fee (currently £10.00). You can exercise this right by writing to the Data Protection Unit, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.
- 8.2 If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.
- 8.3 If you want details of the Credit Reference Agencies, Fraud Prevention Agencies, Debt Collection Agencies or other third parties we use, please contact us.
- 8.4 If you decide to proceed with this product/service or have any other communication with us through or in relation to our products and services, you consent to the use by us of your personal data as indicated above.